

OFFICIAL REPORT OF PROCEEDINGS

BEFORE THE

NATIONAL LABOR RELATIONS BOARD

REGION 19

In the Matter of:

Siren Retail Corp. d/b/a
Starbucks,

Case No. 19-CA-290905

Employer,

and

Workers United, affiliated with
Service Employees International
Union,

Charging Party.

Place: Seattle, Washington

Dates: September 16, 2022

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UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

REGION 19

In the Matter of:

SIREN RETAIL CORP. D/B/A
STARBUCKS,

Employer,

and

WORKERS UNITED, AFFILIATED WITH
SERVICE EMPLOYEES INTERNATIONAL
UNION,

Charging Party.

Case No. 19-CA-290905

The above-entitled matter came on for hearing, pursuant to notice, before **JOHN T. GIANNOPOULOS**, Administrative Law Judge, at the National Labor Relations Board, Region 19, Room 1826, 2948 Jackson Federal Building 912 Second Avenue, Room 2948, Seattle, WA 98174, on **Friday, September 16, 2022, 9:16 a.m.**

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I N D E X

<u>WITNESS</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>	<u>VOIR DIRE</u>
Keanna Lesser	245, 329	334			
Mary Clare Barth	350	371, 379	385, 388	386, 386	363, 366

E X H I B I T SEXHIBITIDENTIFIEDIN EVIDENCE**General Counsel:**

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1 P R O C E E D I N G S

2 JUDGE GIANNOPOULOS: Go ahead, General Counsel. We're
3 back on the record.

4 MS. MCBRIDE: Good morning, Your Honor. Counsel for
5 General Counsel will seek to move to amend a compliant into
6 order to add Scott Underriter as a 2(11), 2(13). There are no
7 allegations that go to him. The reason --

8 JUDGE GIANNOPOULOS: All right. Let's -- let's stop
9 talking in jargon. You want to allege that he's a supervisor
10 under -- pursuant to Section 2(11) of the Act?

11 MS. MCBRIDE: Yes, Your Honor, and an agent under Section
12 2(13) of the Act.

13 JUDGE GIANNOPOULOS: Okay. And is that it? Is -- you
14 just make an oral amendment?

15 MS. MCBRIDE: Yes, Your Honor.

16 JUDGE GIANNOPOULOS: Okay. Any objections from the Union?

17 MR. BERGER: No, Your Honor.

18 JUDGE GIANNOPOULOS: From the Respondent?

19 MR. DILGER: I guess, yes, in the sense that if there are
20 no allegations that flow to Mr. Underriter, I don't understand
21 what the purpose of the amendment would be.

22 JUDGE GIANNOPOULOS: General Counsel?

23 MS. MCBRIDE: Yes, I can speak to that, Your Honor. For
24 two reasons. First, he was a -- a speaker in the meetings that
25 we heard yesterday, and was identified. The other reason is

1 that Respondent has stated that their defense on the Facebook
2 post that Elijah De La Vega made was that he was acting beyond
3 the scope of his employment.

4 The General Counsel will be seeking any discipline that
5 was issued to Mr. De La Vega. Subpoenas we'll issue today -- I
6 have courtesy copies for Respondent counsel. However, if we
7 could get a stipulation that Mr. De La Vega was not disciplined
8 for ask -- for acting outside the scope of his employment in
9 making those posts, we will no longer need to seek that
10 evidence. We will no longer need -- need to issue the subpoena
11 to Scott Underriter, who was his supervisor. And we don't need
12 those additional stipulations or amendment.

13 JUDGE GIANNOPOULOS: So what -- what job title are you
14 claiming that Scott Underwood (sic) has?

15 MS. MCBRIDE: That Scott Underriter was --

16 JUDGE GIANNOPOULOS: Scott Underriter, I'm sorry.
17 Underriter.

18 MS. MCBRIDE: That's okay. That there was testimony
19 that -- that he was the store manager above Elijah De La Vega,
20 who was the assistant store manager. Sorry, operations
21 manager, Your Honor.

22 JUDGE GIANNOPOULOS: All right.

23 MS. MCBRIDE: Above --

24 JUDGE GIANNOPOULOS: Let me --

25 MS. MCBRIDE: -- Elijah De La Vega.

1 JUDGE GIANNOPOULOS: Let me -- let me just ask Mr. Dilger
2 this. Is there any dispute that Scott Underriter was in that
3 position at the time in question? And we -- I'm -- I'm talking
4 about February, March of 2002 -- Jesus. 2022.

5 MR. DILGER: No, there's no dispute.

6 JUDGE GIANNOPOULOS: Okay.

7 MR. DILGER: There's no factual dispute that he'd be a
8 2(11) or 2(13) at certain times.

9 JUDGE GIANNOPOULOS: All right. So why don't we go off
10 the record?

11 MR. DILGER: I will --

12 JUDGE GIANNOPOULOS: Why don't you talk to Mr. Dilger
13 about what kind -- what kind of -- what -- whatever kind of
14 stipulation you want.

15 Let's go off the record. Have you -- did you talk to --
16 let's go off the record.

17 (Off the record at 9:19 a.m.)

18 JUDGE GIANNOPOULOS: All right, we're on the record.

19 All right. General Counsel, where are we with -- I -- I'm
20 going to allow your amendment. You haven't rest -- you haven't
21 rested your case. The rules are clear that -- that, you know,
22 amendments are allowed even later than this point. You --
23 you've -- you're still in your case-in-chief.

24 So the extent -- is there an objection? What -- if there
25 is an objection --

1 MR. DILGER: I -- yes, I -- the -- the objection at this
2 point is -- is that this has been our defense throughout. It
3 was plead in the answer. It is -- we've discussed it yesterday
4 morning. It's part of the stipulation. We discussed it
5 yesterday afternoon, and only now are they seeking an
6 amendment, and then seeking a -- this theory, and we'll have an
7 argument about a petition to revoke later.

8 JUDGE GIANNOPOULOS: Okay. I'm only hearing --

9 MR. DILGER: Understood.

10 JUDGE GIANNOPOULOS: I'm only hearing things about alleged
11 amend -- the -- the -- I'm sorry, the alleged amendment --
12 the -- the amendment to the complaint.

13 MR. DILGER: Yeah. So bottom line, counsel -- General
14 Counsel knew about our defense, could've pleaded earlier,
15 didn't, and it's untimely.

16 JUDGE GIANNOPOULOS: Okay. I think that -- that, you
17 know, we have sort of the hearing that is -- as I said, I think
18 the Board precedent is clear that amendments are allowed
19 before -- especially before the General Counsel has rested.

20 And this amendment really is to -- really more conform
21 the -- the pleadings to the evidence, at least so far. And
22 it's -- it's simply alleging one individual as a supervisory
23 agent. And as you said, there's -- I don't think there's --
24 you said that there's no -- that Mr. Underriter was in the
25 position alleged at the time, meaning he was the boss of -- is

1 it Mr. De La Vega? Is that right?

2 So the amendment is -- is accepted.

3 All right. Let's finish this with this witness. I don't
4 want to hear subpoena things now.

5 MR. DILGER: Yeah, understood.

6 JUDGE GIANNOPOULOS: Let's finish off with -- with this
7 witness.

8 So Ms. Lesser's back on the witness stand. When we left
9 yesterday, we had finished playing the tape recording. So
10 General Counsel, what do you want to do -- what -- I'm sorry.
11 The recording was marked as General Counsel's what?

12 MS. MCBRIDE: The recording was marked as General
13 Counsel's 5(a).

14 JUDGE GIANNOPOULOS: All right. What do you want to do
15 with it?

16 MS. MCBRIDE: I'd move to enter General Counsel's 5(a).

17 JUDGE GIANNOPOULOS: All right, any objections from the
18 Union?

19 MR. BERGER: No, Your Honor.

20 JUDGE GIANNOPOULOS: From the Respondent?

21 MR. DILGER: Sole objection is that it violates Washington
22 State law.

23 JUDGE GIANNOPOULOS: All right. So with respect to that,
24 let me say this. Even assuming it violated Washington State
25 law, the Board, with court approval -- and federal courts, in

1 general -- accept records that are made into evidence, even if
2 they violate state law. We're talking about -- there's no
3 evidence that this recording has violated any federal laws. We
4 operate under the Federal Rules of Evidence, and the Federal
5 Rules are clear that it's admissible. And I will cite Cadillac
6 of Naperville. There's a variety of cases. 368 NLRB No. 3,
7 F.1, that was enforced by the DC Circuit, 14 F.4th 703.

8 Furthermore, as I mentioned yesterday, I don't think this
9 violates state law. I think that the Washington Privacy Act,
10 as interpreted by Washington State courts, are clear that the
11 Privacy Act only applies to private conversations. And here,
12 at least from what I've heard so far, you know, there was
13 nothing about these conversations that were private or
14 confidential. It was made in a group of people, a group of
15 employees.

16 So I think you're wrong, quite honestly. It's not my
17 call. I'm not a Washington State judge, but that's what I
18 think. And I cited my opinion -- well, my decision yesterday
19 was upheld by the Board at A.D.T. LLC, 369 NLRB No. 23 (2020).

20 All right. So General Counsel's 5(a) is admitted.

21 **(General Counsel Exhibit Number 5(a) Received into Evidence)**

22 JUDGE GIANNPOULOS: All right. General Counsel, you had
23 a couple other exhibits you passed around yesterday. General
24 Counsel 6 -- and I'll just say for the record, General Counsel
25 6 was the -- in essence, the password description, as to how to

1 open the -- how to open the thumb drive that was passed around
2 with the recording. It has some other information on it.

3 Any objection to General Counsel's 6? From the Union?

4 MR. BERGER: None from the Union.

5 JUDGE GIANNOPOULOS: From the Company?

6 MR. DILGER: No, Your Honor.

7 JUDGE GIANNOPOULOS: All right, General Counsel's 6 is
8 admitted.

9 **(General Counsel Exhibit Number 6 Received into Evidence)**

10 JUDGE GIANNOPOULOS: And General Counsel's 7 you passed
11 around yesterday was the transcript that was transcribed by the
12 court reporting service of the conversation.

13 And again, transcripts are only used as aids. I will say
14 this on the record. There was some discussion off the record
15 yesterday, and maybe even on the record. I don't recall, Mr.
16 Dilger, if you mentioned it on the record about wanting to
17 have -- Starbucks wanting -- I'm sorry. Siren Retail
18 wanting -- having its own transcript of proceedings.

19 And off the record, I told Mr. Dilger they could do so and
20 amend it -- or append it to their brief. That would be fine.

21 Same thing with you, Mr. Berger. If you think you want to
22 have another transcript of the record, you think it says
23 something, you can append it to your brief and argue something.

24 General Counsel, if you think that the transcription is
25 wrong, you can say whatever you want to your brief.

1 Transcripts, however, are not evidence. Transcripts are
2 simply used as an aid. The evidence is the recording in the
3 record. And if I need to make any rulings about what was said
4 at these meetings, I will base it on the record itself. I will
5 listen to the recording, and as will the Board and the Courts
6 of Appeals.

7 And furthermore, the recording was once again -- will --
8 will, once again, be transcribed in the transcripts at this
9 proceeding, because it was played on the record. So you can
10 submit as many transcripts as you want. They are simply aids.

11 All right. Any objections, then, to General Counsel's 7?
12 Mr. Berger, did I ask you?

13 MR. BERGER: I don't -- I don't think so, but no
14 objection.

15 JUDGE GIANNOPOULOS: All right. Mr. Dilger, General
16 Counsel's 7. Any objections?

17 MR. DILGER: No, subject to us being able to submit our
18 additional -- no.

19 JUDGE GIANNOPOULOS: Yes. You can -- you can -- I thought
20 it would just be easier to let the parties do it in their
21 briefs, as opposed to taking a long recess in the proceeding,
22 and then trying to submit it now. Because ultimately, it's
23 going to be legal argument.

24 MR. DILGER: Yeah. I --

25 JUDGE GIANNOPOULOS: Yeah.

1 MR. DILGER: Totally understood.

2 JUDGE GIANNOPOULOS: Yeah.

3 MR. DILGER: Can I confer --

4 JUDGE GIANNOPOULOS: Absolutely.

5 MR. DILGER: -- for a second?

6 JUDGE GIANNOPOULOS: Absolutely.

7 (Counsel confer)

8 MR. DILGER: And just to define the scope -- because we
9 want to submit what we think is -- is most helpful to Your
10 Honor -- would it be acceptable if we were to submit, as our
11 aid, essentially, transcribed portions to which we would
12 disagree with?

13 JUDGE GIANNOPOULOS: Absolutely.

14 MR. DILGER: Or --

15 JUDGE GIANNOPOULOS: You --

16 MR. DILGER: Or --

17 JUDGE GIANNOPOULOS: You -- you can do it any way you
18 want.

19 MR. DILGER: -- that are omitted?

20 JUDGE GIANNOPOULOS: You can do it any way you want.

21 MR. DILGER: Okay.

22 JUDGE GIANNOPOULOS: And quite frankly, the meeting is an
23 hour and 30 minutes, give or take. There's only certain
24 portions --

25 MR. DILGER: Totally.

1 JUDGE GIANNOPOULOS: -- that are really relevant. And so
2 I mean, if you want to transc -- if you want to submit a
3 transcript of the entire proceeding, you can.

4 MR. DILGER: Yeah.

5 JUDGE GIANNOPOULOS: But we're just talking about, really,
6 you know --

7 MR. DILGER: A handful.

8 JUDGE GIANNOPOULOS: -- maybe five minutes, if at that.

9 MR. DILGER: Right.

10 JUDGE GIANNOPOULOS: Even if it's five minutes.

11 MR. DILGER: Okay.

12 JUDGE GIANNOPOULOS: All right.

13 MR. DILGER: Thank you, Your Honor.

14 JUDGE GIANNOPOULOS: So with that understanding, General
15 Counsel's 7 is admitted.

16 **(General Counsel Exhibit Number 7 Received into Evidence)**

17 JUDGE GIANNOPOULOS: And Mr. Berger, same thing goes to
18 you. And to the General Counsel in your -- in your briefs. So
19 5, 6, and 7 have been admitted.

20 Give me just one second to catch up.

21 All right, go ahead, General Counsel.

22 MS. MCBRIDE: Your Honor, the USB drive, the audio
23 recording we listened to yesterday was marked as 5(a). There's
24 a second audio recording on there marked as -- the file is
25 March 22nd, 2022 meeting.

1 JUDGE GIANNOPOULOS: All right. You're going to mark that
2 was what?

3 MS. MCBRIDE: I'll mark that as 5(b) of the USB drive with
4 five recordings, (a) and (b). I have marked as General
5 Counsel's Exhibit 8 the same information sheet about the -- the
6 technical contents of it. I'm distributing it to the parties.

7 All right. Move for the admission of General Counsel's
8 Exhibit 8.

9 JUDGE GIANNOPOULOS: Well, let's do it all at the end.

10 MS. MCBRIDE: Okay.

11 JUDGE GIANNOPOULOS: Let's -- let's -- let's -- we're --
12 let's -- we're going to do it like we did yesterday.

13 MS. MCBRIDE: Okay. And then --

14 JUDGE GIANNOPOULOS: We're going to play -- if you have
15 something that needs to be played, you're going to ask the
16 witness about how the recording came, et cetera, et cetera, et
17 cetera. And then we'll do it when we're all done.

18 MS. MCBRIDE: Absolutely, Your Honor. And so we have
19 marked as General Counsel's Exhibit 9 the transcript that --
20 that is a guide for the meeting -- the audio of 5(b), the March
21 22nd meeting.

22 JUDGE GIANNOPOULOS: All right. And then let me just
23 state this for the record. The issue with the second meeting
24 came up late last night. And I don't remember if we had gone
25 off the record or if we were on the record. But I didn't

1 realize there were two recordings on the thumb drive until late
2 last night, after either just as we finished the hearing last
3 night around 6:00 or just before we finished.

4 And yesterday, when we played the recording, it -- it --
5 it took a long time, because we were stopping and starting,
6 stopping and starting, asking the witness, whose voice is this?
7 Whose voice was that? Whose voice is this? Whose voice was
8 that?

9 So I asked the witness. We had a transcript of the second
10 recording that the General Counsel had made from the court
11 reporting service. I asked the witness to take the transcript
12 home, to take the recording home -- or he -- she had the
13 recording on her -- on her iPhone, quite honestly -- to listen
14 to it and to mark on that transcript the voices that she
15 identified as she listened to it.
16 Whereupon,

17 **KEANNA LESSER**

18 having been previously sworn, was called as a witness herein
19 and was examined and testified as follows:

20 JUDGE GIANNOPOULOS: And Ms. Lesser, you're on the witness
21 stand. You're still under oath. Did you do that?

22 THE WITNESS: Yes, I did --

23 JUDGE GIANNOPOULOS: Okay.

24 THE WITNESS: -- Your Honor.

25 JUDGE GIANNOPOULOS: And did you bring that transcript

1 back with you?

2 THE WITNESS: Yes, I did.

3 JUDGE GIANNOPOULOS: All right. General Counsel, have
4 you -- I want you to make copies of the transcript that Ms.
5 Lesser has marked. I want you to mark that as the -- as the
6 exhibit.

7 MS. MCBRIDE: Yes, Your Honor.

8 JUDGE GIANNOPOULOS: All right? Pass it around. And that
9 way, we're going to -- when you lay the proper foundation --
10 after you lay the proper foundation -- assuming that you do --
11 we're not going to start and stop the tape. We're going to
12 play the tape straight through.

13 MS. MCBRIDE: Yes, Your Honor.

14 JUDGE GIANNOPOULOS: And then we'll ask the witness to
15 follow along as the tape is being played and to make sure what
16 she identified in the transcript is correct. That's just going
17 to save us, like, two hours.

18 All right. Let's go off the record.

19 (Off the record at 9:49 a.m.)

20 JUDGE GIANNOPOULOS: All right, General Counsel?

21 **RESUMED DIRECT EXAMINATION**

22 Q BY MS. MCBRIDE: Okay. Good morning, KJ. Thank you for
23 joining us again today.

24 A Absolutely.

25 Q What --

1 JUDGE GIANNOPOULOS: Let's keep our voices up.

2 Q BY MS. MCBRIDE: Good morning, KJ. Thanks for joining us
3 again today.

4 When we left off yesterday, we had finished with a
5 recording of a meeting that was on March 11th in the library at
6 Starbucks.

7 A Yes.

8 Q Okay. Did you attend any other meetings at Starbucks,
9 regarding the upcoming election?

10 A Yes.

11 Q Okay. Do you recall when the next meeting was that you
12 attended about the Union election?

13 A After March 11th, right?

14 Q Yes.

15 A I believe it was March 22nd.

16 Q Okay. Where was that meeting?

17 A It was in the library.

18 Q Okay. And this is the same library as the first one?

19 A Yes.

20 Q Okay. Who was present for that meeting?

21 JUDGE GIANNOPOULOS: Don't look at your notes. If you
22 recall. Don't look at anything.

23 THE WITNESS: Yeah.

24 JUDGE GIANNOPOULOS: Just turn it over. If you recall who
25 was present. Do you recall without looking at anything?

1 THE WITNESS: Yes. Heather Kaufman, Mary Clare Barth, a
2 few other baristas. Should I name names?

3 Q BY MS. MCBRIDE: About how many baristas were present for
4 the meeting?

5 A I'd say the same amount as last time. Probably about 15
6 to 20.

7 Q Okay. And where were they all sitting?

8 A We were all sitting around the table.

9 Q Okay. Where were you sitting?

10 A I was sitting on the other side of the table.

11 Q When you say the other side, other from what?

12 A So Heather was on one end, and I was on the other end.

13 Q Okay. And relative to other managers or supervisors in
14 the room, where were you sitting?

15 A I was sitting across from Mary Clare, if I remember
16 correctly. And I believe that was the only management --

17 Q Okay.

18 A -- present.

19 Q Okay. Now, prior to walking into the room for this
20 meeting, were you aware that this would be a meeting discussing
21 unionization?

22 A We weren't told until right before meetings what they were
23 going to be about.

24 Q When you say right before, what was that timing?

25 A I would say at most ten minutes before it was supposed to

1 start.

2 Q Okay. And who told you that this meeting would be about
3 unionization?

4 A Usually, there was chatter from baristas who heard from
5 either AMs or our OM.

6 Q Okay. And who was the OM?

7 A Scott Underriter and Heather Kaufman.

8 Q Okay. And --

9 JUDGE GIANNOPOULOS: Okay. But before you walked in --
10 sorry to interrupt.

11 THE WITNESS: Yes?

12 JUDGE GIANNOPOULOS: Before you walk into this meeting,
13 nobody from the company had told you what the subject matter of
14 the meeting was going to be?

15 THE WITNESS: We didn't know until right before.

16 JUDGE GIANNOPOULOS: Okay.

17 Go ahead --

18 MS. MCBRIDE: Okay.

19 JUDGE GIANNOPOULOS: -- General Counsel. I didn't mean to
20 cut you off.

21 Q BY MS. MCBRIDE: Just to clarify, OM, for the record,
22 please?

23 A Operations manager.

24 Q Thank you. What time was this meeting on March 22nd?

25 A I believe they were all roughly afternoon. Latest,

1 probably, it started around 3.

2 Q Okay, thank you. And how long did this meeting last for?

3 A It was about an hour and a half.

4 Q Okay. Were you told at any point that you were prevented
5 from recording the meeting in any way?

6 A No.

7 Q Were you told that you were prevented from taking notes
8 during the meeting?

9 A No.

10 Q Okay. Did you, in fact, record this meeting?

11 A Yes.

12 Q How so?

13 A I recorded it in the voice memo app on my iPhone.

14 Q Where did you put your iPhone during the recording?

15 A I put it face down in the middle of the table.

16 Q To your knowledge, was it visible to anybody else?

17 A Yes.

18 JUDGE GIANNOPOULOS: Yes, it was visible?

19 THE WITNESS: Yes, it was visible to everybody.

20 JUDGE GIANNOPOULOS: Okay.

21 Q BY MS. MCBRIDE: Okay. Did you record the entire meeting?

22 A Yes.

23 Q Okay. After the recording was finished, did you have an
24 opportunity to review it?

25 A Yes.

1 Q Did you edit the recording in any way?

2 A No.

3 Q Did you make any changes to the recording?

4 A No.

5 Q Okay. Upon reviewing the recording, was it an accurate
6 reflection of what was stated during the meeting?

7 A Yes, it was.

8 Q Okay. Did you provide a copy of that recording to a Board
9 agent at the National Labor Relations Board?

10 A Yes, I did.

11 Q Thank you.

12 MS. MCBRIDE: Your Honor, that recording has been marked
13 as 5(b), and has been distributed to the parties on the USB
14 drive. And at this point, I'd like to play the recording from
15 start to finish --

16 JUDGE GIANNOPOULOS: Okay.

17 MS. MCBRIDE: -- with --

18 JUDGE GIANNOPOULOS: And then -- and then, I instructed
19 you last night to look at -- to take a transcript of it home
20 that was -- that was -- the General Counsel had already pre --
21 had already marked -- and identify on that transcript who was
22 speaking as you listened to the recording. Did you do that?

23 THE WITNESS: Yes.

24 JUDGE GIANNOPOULOS: Okay. We have that as General
25 Counsel's 9. I'll let you play the entire recording, and

1 then -- you can play just the first little bit, and then ask
2 the witness if this was the recording. And then, when we're
3 all done, you can ask the witness if it had been changed in any
4 way.

5 But let's not stop and start to ask whose voices that
6 are -- there -- there -- whose voices are on the recording.
7 It's identified -- the witness has identified it on the
8 transcript. I'm just going to say beforehand, with respect to
9 this transcript, if it's offered, it will -- if it's offered
10 and admitted, whatever edits to the -- to the transcript itself
11 will not be admitted, for the purposes of those edits. But --
12 the only -- the only thing I want from this transcript are just
13 the voices.

14 MR. DILGER: The -- the identification?

15 JUDGE GIANNOPOULOS: Yeah, defin -- identification of the
16 voices.

17 So -- so KJ, I appreciate you trying to edit the
18 transcript, as I see you did. But if -- ultimately, if it's
19 admitted, it won't -- her edits will not be admitted. It will
20 be admitted -- her edits will not be admitted. Meaning --

21 MR. DILGER: Understood.

22 JUDGE GIANNOPOULOS: -- they're irrelevant.

23 All right. Go ahead, General Counsel.

24 MS. MCBRIDE: Thank you, Your Honor.

25 Q BY MS. MCBRIDE: And here's the recording.

1 (Audio played at 9:56 a.m.)

2 HOST: First I just want to say I appreciate you all for
3 being here. I know that it is a lot --

4 UNIDENTIFIED SPEAKER 1: Sorry.

5 HOST: -- and this timeline, there's just so much. I
6 personally did not know I would be studying so much law, and
7 the effort it takes.

8 And so I appreciate you all and -- and the contributions
9 and the questions and just the time and effort and being
10 together and the positive energy and where it can be and the
11 feedback from you all.

12 It is our obligation to make sure all partners are
13 informed of the process and the journey, and so that's
14 generally why we have the (indiscernible) of these meetings and
15 (indiscernible) formally update that we vote.

16 As it is right now, it will be March 31st. And then the
17 ballots will need to be returned by April 21st. So that is --
18 we all have the same goal, which is we all want 100 percent.

19 JUDGE GIANNOPOULOS: Stop the recording.

20 (Audio stopped at 9:57 a.m.)

21 Q BY MS. MCBRIDE: KJ, did you -- are you familiar with the
22 recording that we just heard?

23 A Yes.

24 Q Okay. Is this an accurate reflection of the recording
25 that you made?

1 A It is.

2 Q Okay. And does the transcript that you're following --

3 MS. MCBRIDE: Strike that.

4 A Yes.

5 Q BY MS. MCBRIDE: I'll resume.

6 JUDGE GIANNOPOULOS: No, but -- and whose voice was that
7 that we heard?

8 THE WITNESS: That's Heather Kaufman.

9 JUDGE GIANNOPOULOS: Okay. So what I want you to do also,
10 Ms. Lesser, as the recording is being played -- I want you to
11 follow through the transcripts and the notes that you made in
12 the transcripts identifying the speaker and ensure, once again,
13 that your notes in the transcript are accurate, as to who is
14 speaking and who is not speaking.

15 And I'll give you, here, a pencil. If there is an issue
16 or something that you need to edit, I want you to do that on
17 the transcript itself. If you hear something today, and you
18 think you're mistaken, as to who was speaking, make a note of
19 it, and we can come back and listen to it again.

20 Let's go off the record one second, Bruce, while I get a
21 pen for --

22 (Off the record at 9:58 a.m.)

23 JUDGE GIANNOPOULOS: Here's a pen, Ms. Lesser.

24 All right. Go ahead, General Counsel.

25

RESUMED DIRECT EXAMINATION



1 Q BY MS. MCBRIDE: I'm resuming at 1 minute 19.

2 (Audio played at 9:58 a.m.)

3 UNIDENTIFIED SPEAKER 2: For mail in?

4 HOST: Um-hum.

5 UNIDENTIFIED SPEAKER 3: That's what the -- I think that
6 the NLRB decided in this area.

7 HOST: Of course, the lawyers are going to challenge it,
8 but that's really not -- I have no power.

9 UNIDENTIFIED SPEAKER 4: It's going to happen.

10 HOST: I think -- if I'm honest, I think there's a -- a
11 large precedent this year. At -- at some point we were waiting
12 for a victory. I don't know. Anyway, it's not my problem.

13 But perfect example, (indiscernible) is why we do have
14 these meetings meant for everybody to come.

15 So April 21st the ballots need to be back. Everybody,
16 it's really, really important that leads cannot vote at all.
17 That is ultimately the same -- whether or not the team leads
18 organized, it's you all -- it's you all's business, not mine.
19 Your voice is very, very important. And the ballots will
20 remain anonymous. It is the question of --

21 UNIDENTIFIED SPEAKER 5: (Indiscernible) let me know when
22 you're (indiscernible).

23 HOST: -- collective bargaining, to be represented by
24 Workers United. Workers United has committed. I believe that
25 there's -- that most of the -- the voice would be from our team

1 and priorities set forth from our team --JUDGE GIANNOPOULOS:

2 And let's stop the recording for one second.

3 (Audio stopped at 10:00 a.m.)

4 JUDGE GIANNOPOULOS: I just want to ask the witness --
5 where it says, host, is that Heather?

6 THE WITNESS: Yes.

7 JUDGE GIANNOPOULOS: Okay. Because I see that in the
8 transcript, you -- you -- you marked Host as Heather at the
9 start, but then otherwise, where it says Host, you did not.

10 THE WITNESS: There were some parts where Host was
11 actually someone else talking, and I noted who was speaking --

12 JUDGE GIANNOPOULOS: Okay.

13 THE WITNESS: -- instead.

14 JUDGE GIANNOPOULOS: All right. So otherwise, wherever it
15 says Host, that would be Heather?

16 THE WITNESS: Yes.

17 JUDGE GIANNOPOULOS: All right, thank you.

18 Go ahead, General Counsel.

19 MS. MCBRIDE: Okay. And we're at 3 minutes and 10
20 seconds.

21 (Audio played at 10:01 a.m.)

22 HOST: -- in which they -- that that was going to
23 apparently be because Workers United does not know how the
24 roastery works. Oh, and we do.

25 The -- they have committed that 80 representatives would



1 be participating in the bargaining process, with the support --
2 with their support. And so just again, make sure that, you
3 know -- we've been (indiscernible) to making sure that all
4 partners are informed. What that looks like is, the voting
5 happens. If there's a majority of people that choose to be --
6 to organize with the support of Workers United, the collective
7 bargaining will begin.

8 And after that, generally I believe that Workers United
9 will reach out and start collecting priorities with partners.
10 Until then, we are frozen. So questions come up to me before,
11 like -- that -- doesn't matter before or after the votes. And
12 legally, it does. So we are frozen in our benefits and
13 standard operations, so the dynamic status quo, everything goes
14 as it would be before the vote and remain that way after the
15 vote.

16 So promotions can happen and our annual raise -- our
17 annual raise based on years at Starbucks and whatever
18 percentage pay now Starbucks-wide is what corporate would give
19 you, just not any changes to benefits or pay out of those
20 rules, I hope, until there's a contract.

21 UNIDENTIFIED SPEAKER 4: Are we getting another raise --

22 HOST: We --

23 UNIDENTIFIED SPEAKER 4: -- or -- or an actual raise,
24 because we didn't get the first one, most of us?

25 HOST: There were two, so there's an October and January.

1 UNIDENTIFIED SPEAKER 4: Yeah.

2 HOST: So the one that is -- that's caused the most
3 discomfort is the January one.

4 UNIDENTIFIED SPEAKER 3: Was it January?

5 HOST: There was a bit of a market change. But we'll
6 always get the October annual raise.

7 UNIDENTIFIED SPEAKER 4: Okay.

8 HOST: And that is generally -- that's broken down
9 (indiscernible) by seniority, if you were on the books
10 (indiscernible).

11 UNIDENTIFIED SPEAKER 4: There was a -- there was a market
12 raise, and it wasn't communicated that if you were above market
13 rate you wouldn't be getting a raise. Everyone was told that
14 they were getting a raise, like, on a certain date. And then
15 most of us didn't --

16 UNIDENTIFIED SPEAKER 5: Oh, (indiscernible).

17 UNIDENTIFIED SPEAKER 4: -- because we're already above
18 the market rate.

19 UNIDENTIFIED SPEAKER 5: I didn't hear about that.

20 UNIDENTIFIED SPEAKER 2: So I was trying to chew, but I
21 have a quick question before we move on.

22 HOST: Sure.

23 UNIDENTIFIED SPEAKER 2: To my knowledge, the reason that
24 we're frozen right now, and not just through other partners, is
25 because it's -- like, it could create a potential bias if

1 someone was given a raise. Corporate says (indiscernible).

2 UNIDENTIFIED SPEAKER 6: Laboratory connections,
3 essentially.

4 UNIDENTIFIED SPEAKER 2: Yeah, my question, then, though,
5 is just, isn't it -- and I don't know if there's still legal,
6 you know, legal issues, which is my assumption. But isn't
7 it -- doesn't it still appear to bias if we're all trying -- I
8 know -- I'm sure a lot of us would like to negotiate a raise in
9 the next 18 months. So doesn't it kind of appear to bias
10 already, then, for us to want to vote no, so we can then just
11 get on that and negotiate our raises?

12 HOST: Well, what's important is that it's legally binding
13 for the -- by the NLRB that only status quo is -- so none of
14 your benefits can be added to you, and none of them can be
15 taken away.

16 The question is whether or not that would bias you before
17 or after the vote, and it applies to everyone. So the reason
18 why you can get a role change is that (indiscernible) order of
19 business, but negotiating a pay increase would only be of an
20 annual -- because that's an outrage to happen, and I don't
21 think it would be negotiable. It's your annual raise.

22 UNIDENTIFIED SPEAKER 7: Now, the big question here to
23 take away, though, understanding what -- how that gets back,
24 right? Is it -- is it, you know, what -- what Heather has
25 shared, this dynamic status quo, does that cover negotiations

1 as well and it's just (indiscernible) the standard rate is?
2 That will continue until, you know, a contract is reached,
3 right? So whatever those -- whatever -- however long that is.

4 Now, what normally happens will continue to happen.

5 HOST: But it's -- I think it's important from both sides
6 to make sure that nobody's creating any incentive, in any way,
7 but the NLRB is what (indiscernible) --

8 UNIDENTIFIED SPEAKER 8: (Indiscernible).

9 HOST: -- that those things are protected. So before and
10 after because it's -- I mean, pre-, before, and then after in a
11 way that, like -- you know, it'd be like a "just vote no now
12 and then I'll give you a raise later", that sort of thing.

13 That's why, just from all sides, it's really important to
14 just stay exactly status quo.

15 Okay, so the dates are important. The process is very
16 important. The -- what has happened is through collective
17 bargaining, to share, that the partners would elect and
18 prioritize things that would be asked for, and then bargaining
19 in good faith ensures that both Starbucks and the union
20 representatives will approach the table with an open mind and
21 at appropriate times. That means, it's like you can't do it at
22 2 in the morning. You can't say that I'll meet you on
23 Saturday. It needs to be with regular -- but neither side is
24 obligated to agree to anything.

25 UNIDENTIFIED SPEAKER 9: Does the mail-ins, like, going

1 through mail-in ballots --

2 HOST: Um-hum.

3 UNIDENTIFIED SPEAKER 9: -- (indiscernible) through mail-
4 in ballots, does it has to go through the mail-in process?
5 (Indiscernible) drop it off somewhere, like, within the store
6 or (indiscernible)?

7 HOST: I -- I've heard about it.

8 UNIDENTIFIED SPEAKER 9: I'm moving out of
9 (indiscernible) -- are there any of these, like, drop-in
10 mailboxes, like USPS, but I was wondering if it means, like,
11 drop it off here or --

12 UNIDENTIFIED SPEAKER 10: And would then management be
13 aware the -- how the union works and their practices, they
14 would let you know that.

15 UNIDENTIFIED SPEAKER 11: More than likely, yes. It
16 operates similar, to my understanding. Like, it's mail-in
17 general election, but (indiscernible), Seattle, Washington, or
18 Washington's in the union, they got the mail drop-off boxes,
19 right? But it's a union, so it's not like you drop your union
20 mail ballot here; it doesn't exist. So, you know, it's
21 probably (indiscernible) mail in.

22 But the postage should already be paid for. Like, you
23 shouldn't -- it should be just as simple as you fill it out,
24 you put it in an envelope that will already be provided for
25 you, because then it'll have the return address, much like your

1 original election ballot from Washington state. You didn't
2 just have to put it in the mailboxes.

3 HOST: And (indiscernible) in that process.

4 UNIDENTIFIED SPEAKER 10: And then also, your address
5 should be (indiscernible).

6 HOST: Oh, changing your address?

7 UNIDENTIFIED SPEAKER 10: Yes.

8 HOST: Oh, it's on --

9 UNIDENTIFIED SPEAKER 1: Tell me about it later because I
10 need to do (indiscernible) it's on the new (indiscernible).

11 UNIDENTIFIED SPEAKER 10: They just launched -- whoever
12 posted on it and there's actually -- and then you
13 (indiscernible).

14 UNIDENTIFIED SPEAKER 1: I think I saw that someplace,
15 yeah.

16 UNIDENTIFIED SPEAKER 10: (Indiscernible).

17 UNIDENTIFIED SPEAKER 1: You're not leaving, you're
18 staying.

19 UNIDENTIFIED SPEAKER 13: Just so everybody know, I had to
20 send in the information that we had on file yesterday, required
21 to do that. I did that, and as you update, we'll update and
22 send more information here. We'll continue to update the
23 addresses.

24 UNIDENTIFIED SPEAKER 1: Okay.

25 UNIDENTIFIED SPEAKER 13: 'Cause I know there are people



1 that are in -- some people are moving; some people just haven't
2 changed (indiscernible) need to pursue because they were out of
3 state addresses. So I dug in the (indiscernible) but there's
4 some I just wouldn't (indiscernible) not know, but just to
5 ensure that we will continue to update that information.

6 UNIDENTIFIED SPEAKER 14: Well, ma'am?

7 UNIDENTIFIED SPEAKER 15: I also want to add real quick,
8 too, that if your ballot already gets sent out before your
9 information is updated and before MC has a chance to send that,
10 you can request --

11 UNIDENTIFIED SPEAKER 1: Request a new one.

12 UNIDENTIFIED SPEAKER 15: -- with the NLRB for them to
13 nullify that first ballot they send you, and they will send you
14 another one to your preferred, updated address.

15 HOST: Okay, cool. That's good to know.

16 UNIDENTIFIED SPEAKER 1: Like my mom's address.

17 UNIDENTIFIED SPEAKER 11: If anyone has any questions
18 about that, me or Melissa, I think, can -- or Brennan (phonetic
19 throughout), can you -- (indiscernible).

20 HOST: Or you can also just send Melissa your address.

21 UNIDENTIFIED SPEAKER 11: Yeah, that too.

22 HOST: She will hug you. It's unclear the address
23 (indiscernible).

24 UNIDENTIFIED SPEAKER 15: I was going to say.

25 UNIDENTIFIED SPEAKER 11: How to it.



1 HOST: Okay, so (indiscernible) the priorities we
2 gathered, partners will, you know, go to the negotiating table.
3 You will not be negotiating with us; it will be with Starbucks
4 lawyers. We do want to share that the idea that anything you
5 might get better, stay the same, or lose, is -- I mean, lose is
6 a strong word, but negotiate away -- is up to that table, and
7 as the process goes on, it may be that Starbucks approaches and
8 says, I think you have great pay and you have great benefits; I
9 don't think that we could (indiscernible).

10 At that point, either the priorities of the negotiating
11 people will start to go down, or to prioritize things that are
12 the most important might start falling out of the
13 (indiscernible). And that is the negotiation process or what's
14 in bargaining.

15 Is that right? All facts?

16 UNIDENTIFIED SPEAKER 1: For the most part, yeah.

17 HOST: The process may take a long time. During the
18 process, partners can strike until generally there is a
19 contract signed, in which case there's always a clause that
20 says there won't be a labor -- issues during signing the
21 contract, but striking is possible before.

22 Generally, strikes are protected by the union, so there's
23 strike funds that are offered, and then generally, two
24 (indiscernible) week; sometimes you can get paid by the union
25 10 bucks an hour. During that time, you wouldn't be able to

1 get paid sick time or vacation.

2 And your benefits would run out, and you can't file for
3 unemployment during the strike. It does also retain that the
4 company is allowed to bring in temporary workers and continue
5 operating. You can also strike and continue working, I think,
6 is, like, legally? Or -- but then isn't -- I don't know.

7 UNIDENTIFIED SPEAKER 4: What does that mean, to -- yeah,
8 to strike and continue working? Is that a thing?

9 HOST: Leverage is a really --

10 UNIDENTIFIED SPEAKER 4: Just work and say you're not.
11 (Indiscernible).

12 UNIDENTIFIED SPEAKER 1: Well, like, the -- the strike can
13 happen, but you don't have to participate.

14 UNIDENTIFIED SPEAKER 4: No, (indiscernible).

15 UNIDENTIFIED SPEAKER 1: We were told before that you did
16 have to participate. But Ean proved it wrong last time, E-A-N,
17 because he continued working.

18 UNIDENTIFIED SPEAKER 16: I was going to say, I don't
19 remember this.

20 UNIDENTIFIED SPEAKER 17: Even though --

21 UNIDENTIFIED SPEAKER 18: I don't remember this at all.

22 UNIDENTIFIED SPEAKER 1: Yeah, not you.

23 UNIDENTIFIED SPEAKER 16: Okay.

24 HOST: So it depends. It depends on the bylaws of the
25 union whether or not (indiscernible) majority choose this

1 right. But even if you chose to work still -- sorry -- you're
2 striking but you're working.

3 UNIDENTIFIED SPEAKER 1: Interesting.

4 HOST: All right. There is much interest in what we would
5 be able -- or what you all'd be able to negotiate. I do want
6 to share that -- the odds that we'll -- you will receive miles
7 above everybody else is a challenging (indiscernible).

8 UNIDENTIFIED SPEAKER 1: (Indiscernible).

9 HOST: One of the reasons is that -- is that if we're
10 talking about a -- a contract for three or five years out, you
11 could argue for raises to go up with inflation, for example.
12 You could argue to go -- with rates to go up with, you know,
13 the minimum wage increases. But the approach on the other side
14 will always be much more conservative because nobody knows what
15 happens, like a pandemic, for example. So high risk is -- is
16 challenging, without a compromise.

17 I think also, in general, at that table, you know,
18 generally if it's a single factory or if it's, like, a couple
19 hundred hotels, groceries in the region -- but Starbucks has
20 thousands of stores. And so I think for unionized stores to
21 get a super great deal, it's going to be hounding, I think, for
22 Starbucks to move all of those billions of dollars that come
23 for the partners over to their legal department that's
24 constantly negotiating contracts, (indiscernible).

25 There are Starbucks that have le -- unionized. Those

1 are our Canadian stores. The -- I think it was five of them
2 that unionized. Only one still has their union contract,
3 because the others voted to de-unionize. The contract
4 negotiated for that store in Victoria are -- the pay increase
5 was 69 cents. They did, however, negotiate more paid time off.
6 But because that contract was signed, they don't -- they have
7 not received any of the increases that the rest -- the rest of
8 the market has, so that store now makes less than the rest of
9 the stores around them.

10 UNIDENTIFIED SPEAKER 19: More scare tactics.

11 HOST: I do think that it's really really important to
12 know that, like, while a partner will be present at the table,
13 this will be lawyers deucing it out.

14 UNIDENTIFIED SPEAKER 20: 69 cents? 69 cents?

15 UNIDENTIFIED SPEAKER 19: Are you reading my notes?

16 UNIDENTIFIED SPEAKER 20: 69 cents? I thought she said 6
17 to 9 cents.

18 UNIDENTIFIED SPEAKER 19: 6 to 9?

19 UNIDENTIFIED SPEAKER 20: T-O.

20 UNIDENTIFIED SPEAKER 19: Yeah, 6 to 9 cents.

21 HOST: This will be lawyers speaking it out for sure. And
22 then also, you know -- and I think this relied on Starbucks
23 (indiscernible) going up higher and higher. Or it -- it is
24 considered a pri -- for them to also prioritize, frankly,
25 ununionized stores over unionized stores. Just being honest.

1 UNIDENTIFIED SPEAKER 1: So you're saying we won't have
2 much of a voice?

3 HOST: No, you will definitely have a voice, absolutely.
4 I think you -- you do, and your voice is incredibly important.
5 But it is a legal process, and lawyers will duke it out.

6 UNIDENTIFIED SPEAKER 1: But saying that they'll pay
7 attention to other stores rather than us?

8 HOST: Well, we'll be in contact, collective bargaining.
9 We'll be -- well, your voice will be at that table, for sure.
10 But if benefits are added, they will be added to non-collective
11 bargaining stores.

12 UNIDENTIFIED SPEAKER 1: So we won't get the new benefits
13 that other stores will get?

14 HOST: It -- it is riskier.

15 UNIDENTIFIED SPEAKER 1: Unless you negotiate it in the
16 contract, which why wouldn't we?

17 HOST: (Indiscernible).

18 UNIDENTIFIED SPEAKER 10: Can I ask an open question to
19 anybody who might have an answer? Do we -- if we
20 hypothetically wanted to de-unionize, do we have to have a
21 contract in place, or can we de-unionize without having a
22 contract?

23 HOST: I think that you're -- that's actually a great
24 question for the union, because it may be -- I think at that
25 point, you're engaged with the contract with them. So they

1 have the opportunity to nail a contract with Starbucks on your
2 behalf. So to -- and that -- so I think there's a ton of cases
3 in the NLRB where that can and can't happen.

4 UNIDENTIFIED SPEAKER 21: I think in my -- one of my
5 previous (indiscernible) I was at, there was -- somebody said
6 there was, like, a 90-day period where you're not allowed to
7 fold -- you know, like, you voted in the union. Like, no
8 contract is (indiscernible). So if you want the union in your
9 store, I think (indiscernible).

10 UNIDENTIFIED SPEAKER 1: Yeah, that -- that came out in of
11 mine, too. We have heard the same.

12 HOST: So I mean, I -- I really -- I want to be honest
13 with you all. I appreciate -- I've never really had to learn
14 this much about the law (indiscernible). But it's been an
15 in -- incredible experience. I do think that, ultimately --
16 like I said, it's none of my business whether you choose to
17 organize and collective bargain. I do -- I do know that we've
18 all been, like, the worst two years of our life. I know that
19 we're all tired and we all want to get paid more.

20 I don't think I'm in the upper class by any means. But it
21 is important that as you guys participate in organizing during
22 this legal matter, write a great contract, if you do it,
23 phenomenal contract, because -- well, I mean, the likelihood of
24 Starbucks coming back to revisit it is not that high.

25 UNIDENTIFIED SPEAKER 22: If, like, the store and the

1 union get a contract, and that includes all the (indiscernible)
2 before, including the OLs, how does it look like for an OL to
3 want a union (indiscernible)? Assuming there will be, like,
4 almost, like, a division factor within the stores. And so
5 you'll probably relieve the unions (indiscernible) -- how
6 does -- how does that work?

7 HOST: You know, this -- I can re --

8 UNIDENTIFIED SPEAKER 10: From the research I looked at,
9 as a matter of fact, I believe that once you're promoted,
10 you're just no longer a union member.

11 UNIDENTIFIED SPEAKER 1: Yeah. In -- not -- sorry.

12 UNIDENTIFIED SPEAKER 10: (Indiscernible), I started
13 several unions (indiscernible).

14 UNIDENTIFIED SPEAKER 23: We're the same.

15 UNIDENTIFIED SPEAKER 1: John and I -- John and I had this
16 conversation the other day. Yeah, and he and I talked, and
17 it's a -- it's -- a promotion is a promotion.

18 UNIDENTIFIED SPEAKER 23: Yeah.

19 UNIDENTIFIED SPEAKER 1: Like, you can still get a
20 promotion. You just wouldn't be a part of the union.

21 UNIDENTIFIED SPEAKER 24: And then the pay negotiations in
22 there wouldn't be through your union rep.

23 UNIDENTIFIED SPEAKER 25: No.

24 UNIDENTIFIED SPEAKER 1: No, it would be through
25 Starbucks, yeah.

1 UNIDENTIFIED SPEAKER 25: You're just the one person.

2 UNIDENTIFIED SPEAKER 1: Because you would be a salaried
3 partner at that point, right?

4 UNIDENTIFIED SPEAKER: Um-hum.

5 UNIDENTIFIED SPEAKER 1: Yes, yep.

6 UNIDENTIFIED SPEAKER 26: (Indiscernible).

7 UNIDENTIFIED SPEAKER 25: Yeah.

8 UNIDENTIFIED SPEAKER 1: So it would -- it shouldn't
9 affect your ability to get promoted.

10 UNIDENTIFIED SPEAKER 27: Nor should it, like, ever,
11 like -- even if you were in a union, like -- no matter what
12 opportunity, no one can discriminate against you applying for
13 something. Like, that's, I guess, (indiscernible). So if
14 there -- even if you did want to go and maybe there's an
15 opportunity for the FESSE, and you want to go for it. The only
16 thing that's weird that I don't know about is TLAs.

17 UNIDENTIFIED SPEAKER 1: Yeah.

18 UNIDENTIFIED SPEAKER 27: Because TLAs are a little
19 tricky.

20 UNIDENTIFIED SPEAKER 10: (Indiscernible).

21 UNIDENTIFIED SPEAKER 27: So technically, how it works as
22 a TLA -- and I only know this because I was part of it -- is --
23 I worked with a roastery, but I had got a TLA, in the coffee
24 department. So I was then getting paid through Starbucks
25 Coffee Corporation, no longer Siren Retail. And the coffee

1 department was paying forth while I was on leave.

2 And where -- so where that gets tricky and I don't know is
3 when it comes down to dues. Because dues would come out of
4 Siren Retail, since we're in Siren Retail. And why would the
5 dues -- example, like, say I'm on the TLA, I'm in the drink
6 coffee (indiscernible) -- the green coffee (indiscernible)
7 budget should be responsible for paying my dues. So how does
8 that work? I don't know. That's where it gets tricky, and I
9 don't know where it -- if that TLA is something that would
10 happen. So, like, TLA opportunities --

11 UNIDENTIFIED SPEAKER 1: Yeah.

12 UNIDENTIFIED SPEAKER 27: -- is that something that has to
13 be hammered out in the contract?

14 UNIDENTIFIED SPEAKER 1: Yeah.

15 UNIDENTIFIED SPEAKER 28: (Indiscernible) benefits
16 continue to have --

17 UNIDENTIFIED SPEAKER 1: Yeah, yeah.

18 UNIDENTIFIED SPEAKER 28: -- based on the
19 (indiscernible) --

20 UNIDENTIFIED SPEAKER 27: (Indiscernible) to be a TLA.

21 UNIDENTIFIED SPEAKER 1: I talked to --

22 UNIDENTIFIED SPEAKER 29: And --

23 UNIDENTIFIED SPEAKER 1: -- I talked to John about this as
24 well.

25 UNIDENTIFIED SPEAKER 29: And I can -- and I can see very

1 easily, the opportunity -- you can lose the opportunity to do
2 TLAs if joining the union.

3 UNIDENTIFIED SPEAKER 1: We really -- we would be. I --
4 essentially, we would be, yeah.

5 UNIDENTIFIED SPEAKER 29: We would be losing that. And I
6 would -- that -- that would make sense because it ultimately
7 comes down, who gets to pay who?

8 UNIDENTIFIED SPEAKER 10: Did we ever get an answer about
9 (indiscernible)?

10 UNIDENTIFIED SPEAKER 30: (Indiscernible).

11 UNIDENTIFIED SPEAKER 10: Can we still go work and --

12 UNIDENTIFIED SPEAKER 1: Yeah, yeah, you can. That's not
13 something that can be prevented.

14 UNIDENTIFIED SPEAKER 10: Even though that store's not
15 unionized?

16 UNIDENTIFIED SPEAKER 1: Correct, yeah.

17 UNIDENTIFIED SPEAKER 4: Yeah.

18 HOST: I mean, no matter what, you're still a Starbucks
19 partner, and you're still a corporate partner, if that
20 (indiscernible). But the contractual obligations that happen
21 after (indiscernible) would be (indiscernible). Yeah, and I --
22 guys, I have -- I know that my -- my experience is probably the
23 least of your concerns for it, but I -- I want you to write a
24 damn good contract, should that happen. But I do not intend
25 to, by any means, scare anybody. What I want to do is ground

1 it in reality, is all. I do that, and I sleep moderately well
2 at night, because I care about y'all and I care about the
3 partner experience. By no means is it about scaring people.
4 And it's just really about (indiscernible) what is possible,
5 what is likely, and what is harder to -- may challenge --
6 challenge us in the foreseeable future. So --

7 UNIDENTIFIED SPEAKER 31: I think the (indiscernible)
8 we're talking about, benefits and losing, and it seems like
9 TLAs are pretty much going to be lost in this sense. Does
10 anybody know -- Heather or anybody else who'd know more about
11 this? Does anybody know what is more on the -- (indiscernible)
12 the chopping block, or not? Or is it all on the table to
13 discuss?

14 UNIDENTIFIED SPEAKER 10: When you organize a union,
15 everything's on the table, pretty much.

16 HOST: It's their job to get you the best deal.

17 UNIDENTIFIED SPEAKER 31: So nothing's protected, but also
18 nothing's immediately scrapped?

19 UNIDENTIFIED SPEAKER 32: Yeah.

20 HOST: It's also y'all's job to get y'all's self --
21 y'all's self the best deal. And it's also -- it's up to you
22 guys to remember every -- or, you know, client development and
23 then, you know, that's what the majority is important for,
24 right? Right now, I mean, to me in my -- my part, like, I look
25 at it in a way of like I have a -- I have a debt to every

1 single one of y'all. But as -- as you collectively bargain and
2 give that to the majority.

3 UNIDENTIFIED SPEAKER 33: Not to harp on the TLA aspect,
4 but one question -- well, kind of two questions. But the first
5 question is, if -- because a TLA, to my knowledge, is basically
6 going on an LOA here and then working at Starbucks Corporate,
7 whatever they're called, at a -- as a -- I don't never know the
8 acronym -- at the headquarters. Would we still have to pay
9 union dues if we're just on a normal LOA? Like, if we just go
10 on an LOA, would we still pay dues? Do we know?

11 UNIDENTIFIED SPEAKER 1: I don't.

12 UNIDENTIFIED SPEAKER 33: Because -- okay.

13 UNIDENTIFIED SPEAKER 4: You probably would.

14 UNIDENTIFIED SPEAKER 33: So that was my one question.
15 And then my other question was if we don't have to pay dues on
16 an LOA, or even if we do, wouldn't being employed at basically
17 just another corporate company -- sorry, not a corporation --
18 being employed at another company legally, wouldn't that just
19 make a non-union employee at that company and therefore, we
20 wouldn't have to pay dues?

21 Because -- or like, they wouldn't have to worry about
22 paying dues because if I just have another job, obviously, I'm
23 not, you know, a union employee there. Even if it's under the
24 same parent company, you know, it's not their responsibility to
25 pay my dues. That's, I guess --

1 HOST: It depends on, like --

2 UNIDENTIFIED SPEAKER 1: That's a very interesting point.

3 UNIDENTIFIED SPEAKER 33: Yeah.

4 HOST: I mean, it would have to be in the contract, but it
5 would be -- I'm sure it would go back to corporate. Like,
6 Starbucks retail is technically a different company, but you
7 don't go on an LOA officially. This is still your home store.

8 UNIDENTIFIED SPEAKER 33: Okay.

9 HOST: But the funds are paid out of a different
10 department.

11 UNIDENTIFIED SPEAKER 34: Which is why it gets tricky.

12 UNIDENTIFIED SPEAKER 33: Okay.

13 HOST: You never officially go in that department. You're
14 not hired by it. That's why it remains a time-limit
15 assignment.

16 UNIDENTIFIED SPEAKER 33: Okay, and --

17 HOST: Most of the time is spent trying to turn it into a
18 full-time job.

19 UNIDENTIFIED SPEAKER 34: This is true. It's like --
20 here's what I would -- TLA is a time-limit assignment,
21 generally three to six months at a time. It depends on
22 whatever the TLA contract is because the TLA is basically a
23 contract. And the -- it is, like, here's an opportunity to do
24 something different, to learn a different aspect of skills.
25 And it's kind of a good way for you to branch out and see

1 different aspects of the company.

2 UNIDENTIFIED SPEAKER 4: And sometimes, they're like, I
3 didn't like that.

4 UNIDENTIFIED SPEAKER 34: Yeah, exactly. You feel like,
5 oh, that was terrible. I'm not committed to that. Or you
6 could be like, that's really cool, and you can then start
7 networking and figuring out and maybe turn it into a full-time
8 position. It is what it is.

9 Things about TLAs, when you're on a TLA, your pay gets
10 locked. So you do not get any raises, really. And you don't
11 really get annual raises either, unless that changed because I
12 lost annual raises while I was in the TLA.

13 UNIDENTIFIED SPEAKER 35: How long were you there?

14 UNIDENTIFIED SPEAKER 34: A year. Yeah, a year and some
15 change. So -- and that would go with any other promotional
16 raises or any of the (indiscernible). It has its benefits; it
17 has its cons because, I mean (indiscernible).

18 UNIDENTIFIED SPEAKER 33: And then -- real, sorry again.
19 Just to clarify. Do our union dues automatically get
20 subtracted from our paycheck?

21 UNIDENTIFIED SPEAKER 34: O-stats (phonetic throughout),
22 right?

23 UNIDENTIFIED SPEAKER 33: O-stats, okay.

24 UNIDENTIFIED SPEAKER 34: O-stats, so they'd be like --

25 UNIDENTIFIED SPEAKER 33: So that's why it's also --

1 UNIDENTIFIED SPEAKER 34: Yeah.

2 UNIDENTIFIED SPEAKER 33: Okay.

3 UNIDENTIFIED SPEAKER 34: But it's generally relatively
4 inexpensive. It's -- it's whatever you get paid around
5 contract, nothing more than generally \$10.

6 UNIDENTIFIED SPEAKER 1: \$10 a week, yeah. \$10 a week.
7 And we'll hopefully be able to negotiate that into the
8 contract.

9 UNIDENTIFIED SPEAKER 34: Yeah.

10 UNIDENTIFIED SPEAKER 33: I also -- sorry, while we're on
11 the topic of fees or dues, our union contact found something
12 interesting I just wanted to share with the group, is that
13 there's actually a difference between membership dues and
14 agency fees. So if y'all didn't know this already, even if you
15 are covered by a union, that does not necessarily make you a
16 member.

17 So you automatically have to pay the agency fee, which is
18 a little bit smaller than the membership fee. The membership
19 fee you can opt into, and if you opt into pay the membership
20 fee, which is I don't know how much more a month, but a little
21 bit more, you do get to vote in -- on, like, your board's
22 elections, pick, like, regional presidents and stuff like that.
23 I thought that was interesting.

24 UNIDENTIFIED SPEAKER 1: That is interesting.

25 UNIDENTIFIED SPEAKER 36: So it's like political votes



1 inside the union?

2 UNIDENTIFIED SPEAKER 33: Yeah.

3 UNIDENTIFIED SPEAKER 37: Is that -- so that would be the
4 dues or in addition to it?

5 UNIDENTIFIED SPEAKER 33: That's in addition, yep.

6 UNIDENTIFIED SPEAKER 4: To clarify for that, so you're --
7 okay, so to vote for those within the union, is that within,
8 like, the store or is that within, like, Starbucks?

9 UNIDENTIFIED SPEAKER 33: That would be to like vote for
10 regional boards, I believe, so --

11 UNIDENTIFIED SPEAKER 4: Within the union, not -- like,
12 not like our --

13 UNIDENTIFIED SPEAKER 33: Yeah.

14 UNIDENTIFIED SPEAKER 4: That's what I thought you said.
15 I just wanted to verify.

16 UNIDENTIFIED SPEAKER 33: It's -- I'm still trying to
17 figure it out too because when you're -- when you're, you know,
18 in a union, you basically -- or with Workers United, you get
19 represented by, like, kind of like a baby of Workers United.

20 UNIDENTIFIED SPEAKER 4: Yeah.

21 UNIDENTIFIED SPEAKER 33: Or like, I'll say a child, not
22 baby. I'm so tired. And so that board gets to basically be,
23 like, I'll say the planning and organizational leader in that
24 area. So for Washington and Oregon right now, Workers United
25 actually doesn't have any boards up here. So if we -- well, I

1 guess Broadway (phonetic throughout) and Dennis (phonetic
2 throughout) now is the first to has to also kind of create the
3 regional board as well because there is no Workers United board
4 in the Pacific Northwest.

5 UNIDENTIFIED SPEAKER 38: Also, circling back to dues, the
6 seven cent raise or so, for a year working full-time, is about
7 \$124, whereas the dues, \$10 a week, is about \$480 a year.

8 UNIDENTIFIED SPEAKER 1: Unless our raise cancels out the
9 dues and gives us even more, we wouldn't vote for that.

10 HOST: It's honestly a last-ditch effort in terms of
11 negotiations that the union -- the union's negotiations. But
12 that would be a net zero.

13 UNIDENTIFIED SPEAKER 38: That's -- that's the goal,
14 right? Your -- like, in your negotiation contract, you
15 would -- in theory, you would never negotiate for anything less
16 than -- you would never take that right? So the union is going
17 to go up to bat for you.

18 HOST: That's -- that's the union saying we're -- we're
19 not going to make you lose money.

20 UNIDENTIFIED SPEAKER 38: Yeah, exactly.

21 HOST: So that's -- it's essentially their job to just
22 like kind of clear that last boundary. It's whether or not the
23 process in sum and total negotiations you get from the union
24 ultimately make a new (indiscernible).

25 UNIDENTIFIED SPEAKER 38: And yeah, it just depends. You

1 know, like (indiscernible) the hammering out between two
2 lawyers or, actually, a team of lawyers and Starbucks, and
3 whether they would be in good faith.

4 HOST: Yeah.

5 UNIDENTIFIED SPEAKER 38: But again, it's out of
6 everyone's hands at that point. (Indiscernible), you were
7 trying to ask a question?

8 UNIDENTIFIED SPEAKER 39: Yeah, so when we negotiate these
9 contracts, what I'm confused about is besides selecting our
10 union representatives from the store, what was -- how do we
11 actually -- what does it look like, our connection with these
12 union representatives and, you know, seeing the visibility of
13 these contracts and working with them to get these contracts
14 out? And what's our role? Like, how do we --

15 UNIDENTIFIED SPEAKER 10: If we do unionize, a
16 representative from our store would be in.

17 UNIDENTIFIED SPEAKER 39: Would we have meetings with that
18 person?

19 UNIDENTIFIED SPEAKER 1: Yeah.

20 UNIDENTIFIED SPEAKER 10: You meet with them, yeah.

21 UNIDENTIFIED SPEAKER 1: It'll be like --

22 UNIDENTIFIED SPEAKER 10: And they would be at the
23 table --

24 UNIDENTIFIED SPEAKER 1: Yeah.

25 UNIDENTIFIED SPEAKER 10: -- for the next negotiations.

1 UNIDENTIFIED SPEAKER 1: It'll be, like, continuous
2 meetings with whoever we choose to represent us, and then
3 they'll go onward and talk to the people that they need to talk
4 to.

5 HOST: They'll be a normal representative, right? But it
6 doesn't mean that those -- so these meetings, as lovely as they
7 are, those would not be (indiscernible).

8 UNIDENTIFIED SPEAKER 39: And we'll get all of our
9 processes and what the status is of our negotiations and --

10 UNIDENTIFIED SPEAKER 1: Yes.

11 UNIDENTIFIED SPEAKER 39: -- what the status is of our
12 demands are?

13 UNIDENTIFIED SPEAKER 40: That would be on
14 (indiscernible).

15 UNIDENTIFIED SPEAKER 41: Do they get paid
16 (indiscernible)?

17 UNIDENTIFIED SPEAKER 42: I believe being a shop steward
18 is a volunteer position. If you do work for, I think, like,
19 the, I'll say, middle board, the subsection of Workers United,
20 I think that's a paid position. But I don't think anybody in
21 our store would do that unless, like, they really wanted to be,
22 like, a founding member, which is possible because, again,
23 there is no board up here. So our union rep was saying that
24 could be an opportunity for the Starbucks here is to create,
25 you know, that I say middle board. I can try to find an

1 example of some on their website, but, you know, there is the
2 possibly of that, if that makes sense.

3 UNIDENTIFIED SPEAKER 1: How many more of these meetings
4 are we going to have? Are they still going to be weekly?

5 HOST: Yes.

6 UNIDENTIFIED SPEAKER 1: Okay. And they're mandatory?

7 HOST: Yeah. We do have an obligation, but I see by the
8 21st of April, we'll be done. Or maybe by March 31st. I don't
9 know.

10 JUDGE GIANNOPOULOS: Why don't you stop the tape right
11 here. Where are you stopped at?

12 UNIDENTIFIED SPEAKER 43: So -- I'm sorry.

13 UNIDENTIFIED SPEAKER 4: Oh, sorry.

14 (Audio stopped at 10:38 a.m.)

15 MS. MCBRIDE: Stopped at 41 minutes.

16 JUDGE GIANNOPOULOS: All right. Let's take a ten-minute
17 break. We've been on for about an hour-and-a-half.

18 For Ms. Lesser, don't discuss your testimony with anyone.
19 The sequestration order is still in place, but you can get up
20 and stretch your legs.

21 THE WITNESS: Okay.

22 JUDGE GIANNOPOULOS: All right.

23 MS. MCBRIDE: Thank you.

24 (Off the record at 10:39 a.m.)

25 JUDGE GIANNOPOULOS: All right. We're back on the record.

1 General Counsel, you can start again with the tape.

2 MS. MCBRIDE: Okay. We're at 41 minutes exactly, and
3 we're resuming.

4 JUDGE GIANNOPOULOS: General Counsel, you can start again
5 with the tape.

6 MS. GENERAL COUNSEL: 41 minutes exactly and we're
7 resuming.

8 (Audio played at 10:51 a.m.)

9 UNIDENTIFIED SPEAKER: On the 4th and the 5th, I have
10 training both days. Do you know what that might be?

11 HOST: (Indiscernible)?

12 UNIDENTIFIED SPEAKER 4: Yeah.

13 UNIDENTIFIED SPEAKER 44: What day is it?

14 UNIDENTIFIED SPEAKER 4: Monday, Tuesday.

15 UNIDENTIFIED SPEAKER 10: I actually had this conversation
16 with Tucker (phonetic throughout) yesterday. And he posted in
17 announcements, there's a big, long list that lists everything
18 out.

19 UNIDENTIFIED SPEAKER 4: Okay, thank you.

20 UNIDENTIFIED SPEAKER 10: So scroll through that. That's
21 what I --

22 UNIDENTIFIED SPEAKER 4: (Indiscernible) my question.

23 UNIDENTIFIED SPEAKER 44: I replayed my time.

24 UNIDENTIFIED SPEAKER 10: I have it -- yeah, I have that
25 same frustration, and so I talked to him. And he posted that

1 all so everyone can see it.

2 HOST: In the announcements, you said?

3 UNIDENTIFIED SPEAKER 10: I believe it was in the
4 announcements.

5 HOST: Okay.

6 UNIDENTIFIED SPEAKER 3: Yeah, it's -- this is an
7 incredibly compressed time, and -- you know?

8 UNIDENTIFIED SPEAKER 10: Yes, and it's all there. It's a
9 huge list.

10 HOST: I'm pretty sure we run through that list to show
11 the difficulty in -- I so --

12 UNIDENTIFIED SPEAKER 4: I have to pee again.

13 HOST: I know that is also (indiscernible) these meetings,
14 but I still enjoy the ability to talk to you guys. And the
15 idea that even though this has been a very strenuous legal
16 process, for my introduction to operations manager, I would
17 have never gotten the chance to talk to all of the partners so
18 regularly.

19 And I know in the beginning, there was a number of, you
20 know -- maybe there's more exhaustion now than there was very
21 intense heat at the beginning. But I wouldn't take it back for
22 anything. I do appreciate it, and I know that round tables
23 started before. But round tables should continue, maybe not
24 with this level of intensity and this level of, like,
25 compression. But I value this process.

1 UNIDENTIFIED SPEAKER 1: Yeah. I just know that, like,
2 some people, like, they don't want to be in these, and I was
3 just unsure if they were mandatory or not.

4 HOST: Okay. So technically, if something has been added
5 to your schedule within ten days, you don't have to be at it.
6 If you do choose to come to it, you do get some flexibility.
7 That's honored and understood. If it's on your schedule more
8 than ten days out, then you are obligated to be at it.

9 UNIDENTIFIED SPEAKER 1: How do we, like, know that,
10 though? Because I don't keep track of if my schedule changes.
11 Is there any, like, way to look at that?

12 HOST: That is a question that --

13 UNIDENTIFIED SPEAKER 45: I'm pretty sure Topher put in
14 the announcements which weeks were predictability, which would
15 have been --

16 UNIDENTIFIED SPEAKER 1: Oh, I didn't see --

17 UNIDENTIFIED SPEAKER 46: Oh, sorry for the responses, but
18 look at the changes this week.

19 UNIDENTIFIED SPEAKER 45: Yeah, look at announcements.
20 I'm pretty sure there was a (Indiscernible) post with, like,
21 which of these meetings were predictability --

22 UNIDENTIFIED SPEAKER 1: Okay.

23 UNIDENTIFIED SPEAKER 45: -- and scheduled on the fly.
24 This one, I know, was scheduled I advance and is not
25 predictability, so that's annoying.

1 UNIDENTIFIED SPEAKER 1: Okay.

2 HOST: Same with the one next week. It's already on the
3 schedule.

4 UNIDENTIFIED SPEAKER 45: Yeah, the one next week.

5 HOST: Right? I think by the time Topher was writing
6 these schedules, he understood.

7 UNIDENTIFIED SPEAKER 46: May I use the restroom?

8 HOST: Hell, yeah. Enjoy yourself.

9 UNIDENTIFIED SPEAKER 46: I will.

10 UNIDENTIFIED SPEAKER 47: I will use that phrase next
11 time.

12 UNIDENTIFIED SPEAKER 46: Enjoy yourself?

13 UNIDENTIFIED SPEAKER 47: The next time someone asks me
14 that, please enjoy yourself.

15 HOST: So the purpose of today's meeting was just another
16 discussion of what the bargaining is (indiscernible) little bit
17 higher level. I do also want to really appreciate partners who
18 are (indiscernible) me and taking (indiscernible) down a notch
19 (indiscernible) each other and, like, appreciate hearing
20 what -- your stories. What -- I'm sorry that if anybody misses
21 them later; some of them were pretty emotional (indiscernible).
22 So I'm just grateful for that, especially since we're all so
23 new with each other, and it is really nice to just get to know
24 each other.

25 I want to say that your voice is incredibly important. So

1 everybody voted, and ultimately the same goal that we all have.
2 Your voice is important today. It is important before, and
3 after the vote it will continue to be important in the roastery
4 space no matter what.

5 I deeply appreciate, you know, what I've gotten out of
6 this experience and continue to connect with y'all about it. I
7 also empathize in the fact that we both have the worst three
8 years of our life (indiscernible). And I understand that and
9 appreciate innovation. But out of -- out of my heart that is
10 not to say that I don't think you guys should do it. It is not
11 my business to say whether you guys should do it.

12 It is my (indiscernible) to just share some of the
13 realities about it. It will be an endeavor for y'all, for
14 sure. But it will be A-okay. The roastery will stay open and
15 stay pumping.

16 Does anybody need anything?

17 UNIDENTIFIED SPEAKER 48: (Indiscernible) most either for
18 it, or most, like, are scared. I think that people who are
19 against it are scared. So it's a matter of me understanding
20 kind of more people's -- understanding why -- why -- why people
21 are scared (indiscernible) it. That's just based off
22 (indiscernible) people, so -- are you willing to share that
23 now?

24 UNIDENTIFIED SPEAKER 49: I was going to say if anybody
25 has anything to say to that --

1 UNIDENTIFIED SPEAKER 48: I know.

2 UNIDENTIFIED SPEAKER 49: -- like, what people are feeling
3 most for it and most against it, and why, but that's a very
4 personal question.

5 UNIDENTIFIED SPEAKER 48: That is a very personal
6 question, but I mean, if anyone's open to sharing, I think this
7 is a safe space and a good place to have this conversation
8 because (indiscernible) opinion for yourself.

9 I'll start. I'll open that one back up. Like, I --
10 that's very (indiscernible) of me. I have very mixed, complex
11 feelings. I see a lot of duality and pros and cons
12 (indiscernible). I am a very pro-union person voice
13 (indiscernible). There is a nice protection that unions give
14 you, and they are there to advocate for the workers, especially
15 in very unfair circumstances.

16 If this thing passes, for with me, I would want to see my
17 benefits change (indiscernible) pay would be nice, but my
18 benefits. I am a going on 14-year-old -- year partner. I get
19 a max cap of three weeks' vacation, when someone at the
20 corporate level who would have 200-plus hours. That's five
21 weeks, four or five weeks. It resets every -- every October
22 for them. I have to earn mine, and your approval rate for my
23 vacation time is every two pay -- every two weeks I get about
24 five hours. That's kind of -- kind of shitty.

25 Like, there is no -- this company has not really given

1 tenured, career baristas or partners the investment. And
2 unions give statistically -- if you're a part of a union, you
3 stay with a company longer. That's -- it's only losing
4 Starbucks money. It costs a lot of money to retrain people.

5 Something to throw on the other side of the coin.
6 There're going to be opportunities missed. I am really wanting
7 to improve into maybe a specialist role, whether in inventory
8 or and events specialist role or some kind of hybridization.
9 I'm trying to be a (indiscernible) right now that actually
10 hopefully will be managing the inbox.

11 But if the union pass (indiscernible). But if the union
12 passes, that's a duty that I may not be able to do at all,
13 though I really want to because (indiscernible) because it's a
14 different working classification. So I may not get that
15 opportunity to be -- to be taken away from.

16 There are TLAs that are super interested in going for. I
17 do like TLAs. I think they are good opportunities to learn
18 something and do something new. I loved working in the coffee
19 department. I started in the cuppy (phonetic throughout) room
20 and a cuppy room assistant. I washed those dishes for, like,
21 felt like, three months, four months.

22 And then a set of circumstances happened to where I really
23 wanted to take ownership of that role. And so I started, like,
24 how can we be more efficient in washing dishes, and it was
25 noticed by my cuppy room manager. And they were like, we need

1 another great quality technician, which is the next step up
2 from that. So I stopped washing dishes, and then I started
3 actually roasting coffee. And I learned how to roast coffee
4 for the entire (indiscernible) to see a whole new side. I got
5 to look into our coffee databases, meet suppliers, take notes,
6 and it was a completely different avenue.

7 And I would have never gotten that opportunity if I hadn't
8 gotten on TLA. And I really tried to make that a full-time
9 position; it didn't happen. I applied. I wasn't quite ready,
10 and I understand why, but I came back here.

11 But it gave me a whole new skill set though I could bring
12 and elevate into the roastery, doing different aspects of maybe
13 brewing, pre-pandemic. Like, helping with cuppings, things
14 that I've learned. And it really brought my knowledge that I
15 could share.

16 So yeah, mixed feelings all around. Like, what am I going
17 to do? I don't know. I don't (indiscernible) with it.

18 HOST: I -- I -- the vacation policy is -- if you did
19 become manager or specialist (indiscernible) four weeks plus
20 the health days, but those expire, so if you don't use them,
21 they --

22 UNIDENTIFIED SPEAKER 48: Yeah. They -- they expire, you
23 use them, things like that.

24 HOST: That's why almost everybody that's taking, like --
25 every store manager, you know, is not present in September,

1 they just -- they haven't taken any vacation before, then --

2 UNIDENTIFIED SPEAKER 48: You use it or lose it. It
3 resets come the fiscal year.

4 HOST: Yeah.

5 UNIDENTIFIED SPEAKER 48: But around that, that's for me
6 the biggest beef is the month, like, benefits. Benefits don't
7 keep up for an hourly retail partner as they do for salary
8 nonexempt. And I honestly think one of the biggest reasons why
9 is just kind of advertisement, right? If you want, you
10 increase those benefits to get the biggest pool of candidates
11 to apply for these positions.

12 But it's -- in my opinion it's kind of discriminatory and
13 abusive when you don't equally treat the people who's for that
14 business. That's just my personal opinion.

15 HOST: I don't think (indiscernible).

16 UNIDENTIFIED SPEAKER 48: Well, the (indiscernible) when I
17 talk about time paid (indiscernible).

18 UNIDENTIFIED SPEAKER 4: Do our -- like, does our vacation
19 time and sick time, like, go away, or does it just keep
20 building?

21 HOST: No. Your guys' (indiscernible).

22 UNIDENTIFIED SPEAKER 1: It just -- I think it -- vacation
23 time, it caps.

24 UNIDENTIFIED SPEAKER 48: It caps.

25 UNIDENTIFIED SPEAKER 4: At what?

1 UNIDENTIFIED SPEAKER 48: It -- so it depends on your
2 tenure of service. You can look this up in your thing. So it
3 depends on how long you've been with the company. It's based
4 off of months for you -- when you first start with the company,
5 for your entire year you don't gain any vacation time. After
6 your first year of tenured service you start -- you -- I think
7 your cap is either 20 or 40 hours, I do not know; just look it
8 up for yourself.

9 UNIDENTIFIED SPEAKER 4: 40, I think.

10 UNIDENTIFIED SPEAKER 48: 40?

11 UNIDENTIFIED SPEAKER 1: 40, and then it -- it --

12 UNIDENTIFIED SPEAKER 48: So you get that, which is a
13 week.

14 UNIDENTIFIED SPEAKER 4: Okay.

15 UNIDENTIFIED SPEAKER 48: So you get one week of vacation
16 after a year, and you have to accrue that. So you start at
17 zero, and then you accrue. And the more time you are with the
18 company, the more you are given. I -- you cap as a retail
19 partner around five years in service, which is 120 hours, which
20 is about three weeks.

21 UNIDENTIFIED SPEAKER 4: And sick time just keeps
22 building?

23 UNIDENTIFIED SPEAKER 48: Uh-huh.

24 UNIDENTIFIED SPEAKER 49: Yeah. Always.

25 UNIDENTIFIED SPEAKER 4: Okay.

1 UNIDENTIFIED SPEAKER 1: Sick time is (indiscernible).

2 UNIDENTIFIED SPEAKER: Yeah.

3 HOST: And then you get, like (indiscernible).

4 UNIDENTIFIED SPEAKER 48: Yeah, yeah. The city of Seattle
5 has lost (indiscernible) sick time.

6 UNIDENTIFIED SPEAKER 50: Yeah.

7 HOST: It's different when you're coming from the
8 southeast with protection (indiscernible).

9 UNIDENTIFIED SPEAKER 4: I'm still waiting on, like,
10 disability (indiscernible).

11 HOST: Well, yeah, okay. Anything else?

12 Yeah?

13 UNIDENTIFIED SPEAKER 1: I would just like to point out
14 for, like, anyone that's on the fence, Starbucks would rather
15 spend billions of dollars paying their anti-union lawyer than
16 just pay us right off the bat and, like, kind of get rid of the
17 problem altogether. Just to, like, kind of see where corporate
18 and their priorities are at, it's not with us, not at all.

19 HOST: Well, I mean --

20 UNIDENTIFIED SPEAKER 10: Being a long-term Starbucks
21 partner, I would slightly disagree with that. Starbucks in
22 general has taken very good care of the employees.

23 We were on the brink of having health care before health
24 care was even possible for part-time workers. It wasn't a
25 thing before Starbucks. College being free wasn't a thing



1 before Starbucks. Free Spotify wasn't a thing before
2 Starbucks.

3 So I don't think that they aren't for us, but they have
4 failed in things like vacation. I wouldn't go as far as to be,
5 like, they're a big corporate meanies up there.

6 UNIDENTIFIED SPEAKER 1: I mean, not that they're mean,
7 because I'm a long-term partner, too. I've been with the
8 company for six and a half years. And I'm so grateful for free
9 school; like, don't get me wrong at all.

10 It's just when you can't afford to pay your rent, or you
11 have to choose between buying groceries and paying rent, you
12 know, it kind of --

13 UNIDENTIFIED SPEAKER 10: And Starbucks does have programs
14 that help with that, like, their cup fund. I've had to use it
15 once.

16 HOST: Yeah. I mean, I -- I think regardless, to enter
17 into a union is a legal process, so it does invite lawyers. I
18 don't -- there wouldn't be any -- like I said, it's not me at
19 the table, so it would be a -- a lawyer representative. It is
20 a costly process to engage in. I -- I also think the double-
21 edged sword is, like -- it's not whether or not it's best for
22 the partners, it's whether or not, you know, the -- the thing,
23 as it goes in that direction as a whole, becomes a very
24 expensive process.

25 UNIDENTIFIED SPEAKER 10: And quite frankly, they wouldn't

1 be hiring the lawyers had the partners not (indiscernible).

2 HOST: But also -- they fucking needed them. These -- I
3 mean, like, how stupid were they in the beginning? They
4 probably should hire somebody with some good freaking advice
5 because --

6 UNIDENTIFIED SPEAKER 51: Which --

7 HOST: I don't think they put their best foot forward in
8 the beginning.

9 UNIDENTIFIED SPEAKER 52: Oh, are you -- are we talking
10 about Buffalo?

11 HOST: And that was them thinking of you know -- yeah.

12 UNIDENTIFIED SPEAKER 51: Yeah.

13 UNIDENTIFIED SPEAKER 52: Yeah.

14 HOST: Yeah, that kind of blew up in their faces, didn't
15 it, so --

16 UNIDENTIFIED SPEAKER 1: Gotta have someone write all the
17 scripts.

18 HOST: What's that?

19 UNIDENTIFIED SPEAKER 1: You have to have someone write
20 all the scripts.

21 HOST: Sure. Yeah. To be fair, I think I've also
22 personally experienced, like (indiscernible) scripts the other
23 way when they questioned myself.

24 UNIDENTIFIED SPEAKER 1: What do you mean?

25 HOST: I mean, I think it goes both ways, right? So



1 there's a commissary from -- like, I mean, to be on the fence
2 is to be in (indiscernible), too. To go with one saying this
3 is what's possible, and the other saying that this is what's
4 possible. And you can look at each other and say, like, oh,
5 but yours is a script, you know, yours is the usual playbook.

6 It's -- it's hard, man. We're all in the middle of it.
7 You all are all in the middle of it. And I don't envy the fact
8 that you guys have very difficult questions. For your own
9 experience (indiscernible), but it's going to be all right.

10 You -- as long as you exercise your voice, that's the best
11 we can do. It -- it has, you know -- it has undeniably made it
12 a pretty emotional and uncomfortable space. And it's
13 undeniable that that is true. It has been hard for me to
14 (indiscernible), for example, or some, like, capitalist
15 overlord or corporate scripts, right?

16 And that's -- it's hard to execute caring about y'all and
17 supporting y'all and then, you know, not going to sleep, you
18 know, getting my rest. I mean, I care about you. So by all
19 means, still value options where going to look about it and
20 appreciate the fact that you guys can have accountability to
21 look at it, but I would hope that (indiscernible), but I am not
22 on the union bus.

23 And just reacting to that to (indiscernible), it may be
24 it's thousands of coarse words, so I -- I -- contract solved.
25 It's kind of complicated, but this will always be a butterfly.

1 UNIDENTIFIED SPEAKER 1: I think, like, compared to the
2 first meetings that we had, they're way, way better, and
3 they're less intense and, like, you know, scaring the hammer --

4 UNIDENTIFIED SPEAKER 4: Putting the hammer --

5 UNIDENTIFIED SPEAKER 1: Yeah, scary.

6 UNIDENTIFIED SPEAKER 4: Yeah.

7 UNIDENTIFIED SPEAKER 1: There was way more, I feel like,
8 opinions to begin with, and now we're leaning more towards
9 facts. And I think all of us really, really appreciate it.

10 HOST: Yeah. I, honestly, with the word delicate,
11 (indiscernible) every single meeting, that's what at issue we
12 get (indiscernible). Okay. I -- and I (indiscernible) mama
13 bear was out full force at the beginning, and I was like, oh,
14 my God. Oh, my God. And at not 3-0 (phonetic) per the AMs
15 (phonetic) and everybody -- like, so much heat. And -- and it
16 was hard to hear, like, how much internal versus -- or I wasn't
17 in the in crowd, and I was on the out crowd or -- it was
18 just -- it was just really hard. And so I have had the --
19 challenging Steven Torrez (phonetic) but, like, I do think that
20 was, for me, just particularly, like, an unfair sort of way.
21 Like, okay, everybody, just, like, take a breath. Let's think
22 about this. But I wanted to be at every one of these meetings
23 to hear what everybody said and to continue to educate myself.
24 And I also super-value that it's just going to be leading into
25 a very horrible and honest price. I will always worry about

1 it. I kind of thought that, so okay?

2 UNIDENTIFIED SPEAKER 53: Thank you, though, for setting
3 the tone for this one, because this was, I think, by far, in my
4 experience, the best --

5 UNIDENTIFIED SPEAKER 1: Yeah, this was the best one.

6 UNIDENTIFIED SPEAKER 53: -- meeting I've had out of all
7 three.

8 UNIDENTIFIED SPEAKER 1: This was the best one.

9 UNIDENTIFIED SPEAKER 4: I agree for sure. Totally.

10 UNIDENTIFIED SPEAKER 1: Yeah. Nothing's ever --

11 UNIDENTIFIED SPEAKER 4: (Indiscernible) --

12 UNIDENTIFIED SPEAKER 1: -- personal, either. It's
13 honestly like -- it's just about us, like, being able to
14 survive and, like, enjoy coming to work, because I feel like a
15 lot of us are burnt out.

16 UNIDENTIFIED SPEAKER 54: Yeah.

17 UNIDENTIFIED SPEAKER 1: Some of us burned out years ago.
18 I know I did.

19 HOST: And it's hard to hear about 120 people all at once.

20 UNIDENTIFIED SPEAKER 1: Yeah.

21 HOST: And it's also hard to have been there or hear the
22 same -- or, you know, just balanced, like -- okay, are we so
23 nice that they'll get everything that they want, or will they
24 play fucking hardball and we'll get nothing? You know?

25 UNIDENTIFIED SPEAKER 55: Yeah. Yeah. But yeah, I told

1 this to John (phonetic) the other day, 'cause he and I had,
2 just, like, a one-on-one about all this. And again, I -- this
3 isn't at any point us versus you guys, you know? Definitely
4 not. It's never been about that. It's always been about how
5 Starbucks has wronged its partners and the ones who are on the
6 ground floor doing the hard work. And it's about how they --
7 we -- it is time for us to communicate just how much they need
8 to step up to the plate.

9 That's what it is, you know, and that's -- that's why a
10 lot of us really do feel more --

11 HOST: I do --

12 UNIDENTIFIED SPEAKER 55: I --

13 HOST: I mean, to be fair, I think participating in the
14 social movement of it and then getting into the legal process
15 of it can be two different things.

16 UNIDENTIFIED SPEAKER 55: But I think that because of the
17 fact that our -- you know, we have been trying to tell, I mean,
18 corporate what we need, and we have been voicing. And nothing
19 has happened, so that's why we are now in a position where I --

20 UNIDENTIFIED SPEAKER 56: Yeah.

21 UNIDENTIFIED SPEAKER 57: Yeah.

22 UNIDENTIFIED SPEAKER 55: It's -- yeah. I feel like it
23 is --

24 UNIDENTIFIED SPEAKER 58: Yeah.

25 UNIDENTIFIED SPEAKER 55: -- also -- I don't -- I think

1 that people would agree, too. It's, like, there are so many
2 benefits to working here.

3 UNIDENTIFIED SPEAKER 57: Yeah.

4 UNIDENTIFIED SPEAKER 55: People like working here, and
5 people stay for, like, a reason. I know I -- I came back. I
6 was a rehire, because I did -- I -- I did care so much about
7 the work I did here, and like, how -- I mean -- I -- I mean,
8 the benefits here are so much better than other smaller places
9 that I have worked, and so those are important. And it is a
10 place that people want to be long-term, so I think that people
11 wouldn't -- I would also -- just to add on -- like, I feel like
12 it's because they care about staying, and they care about
13 communicating, because, like, it's important. And it's -- it's
14 like, it's our livelihood. And it is --

15 UNIDENTIFIED SPEAKER 58: Yeah.

16 UNIDENTIFIED SPEAKER 55: -- what we want to do, and it's
17 what we have passion for, I think, especially at The Roastery
18 more than a core store. I want to, like, really highlight,
19 because so many people come here, and they're like, I see
20 myself being here. Like, this is -- it's how I see it, but I,
21 as a newer person too, within the last six months, also have
22 heard about the turnover rate. I've heard about the stories
23 that make it hard, because it is such a heightened and steep
24 place to burn out. And so even, like -- if even to prevent
25 that from continuing to happen, I feel like it's important

1 just -- regardless of what change it is.

2 HOST: I --

3 UNIDENTIFIED SPEAKER 55: Do you hear it? You know.

4 HOST: I -- I'm hearing -- I hear that, but, like, my --
5 no. I am fascinated by organization, and if there was a way
6 that we could instantly -- I think all of that would now then
7 go away, and I think we would've done it.

8 UNIDENTIFIED SPEAKER 58: Yeah.

9 UNIDENTIFIED SPEAKER 55: It is -- I think what's --

10 UNIDENTIFIED SPEAKER 58: Is it --

11 UNIDENTIFIED SPEAKER 55: -- unique about it is that it's
12 niche for everybody.

13 UNIDENTIFIED SPEAKER 58: Yeah.

14 HOST: But what -- the problem -- even the problem there
15 is that we all end up on learning journeys, or it -- it's the
16 stints. You break a bone. You come to the realization it's
17 something that you do need and, you know, finding the past or
18 whatnot. I've been there. Oh, yeah.

19 UNIDENTIFIED SPEAKER 1: Yeah.

20 HOST: It -- I mean, COVID happened. That's the worst two
21 years. Worst two years. But --

22 UNIDENTIFIED SPEAKER 59: (Indiscernible).

23 UNIDENTIFIED SPEAKER 60: The nature of the
24 (indiscernible) I mean, the nature, I guess, really is changed,
25 almost with the sharp negation that you find a hole in the

1 curators. There's almost -- there's almost been -- in the
2 entire hospitality and customer service industry, there's
3 almost like an adversarial type of relationship that's
4 developed psychologically. The carrot and the (indiscernible)
5 social media.

6 HOST: Yeah. So --

7 UNIDENTIFIED SPEAKER 60: And then just magnify that to
8 the extent that --

9 HOST: Yeah.

10 UNIDENTIFIED SPEAKER 61: It was the --

11 HOST: We haven't -- I -- I think this is the type of
12 experience what -- what you guys are facing right now. Is
13 this -- is this something that we might be rushing into, to
14 say -- where we don't know what the actual results may be. And
15 to be honest, Workers United is moving on Starbucks so fucking
16 fast that I think it's -- I think it makes sense for Starbucks
17 to be like, wait, what the fuck is happening here?

18 UNIDENTIFIED SPEAKER 1: Uh-huh.

19 UNIDENTIFIED SPEAKER 1: Corporate, yes.

20 UNIDENTIFIED SPEAKER 62: I'm just hearing you say --

21 UNIDENTIFIED SPEAKER 1: Yeah. Corporate, yes. The core
22 personnel.

23 UNIDENTIFIED SPEAKER 62: Yeah, I feel --

24 HOST: But also to be concerned that the partners may be
25 taken advantage of, because we've all had the worst two fucking

1 years of our life.

2 UNIDENTIFIED SPEAKER 63: Yeah.

3 HOST: You know? So I mean it's a human experience for
4 sure. I do think it's -- I think it's great to participate in
5 the social movement of it, but getting caught up in the legal
6 process, where we personally are (indiscernible). Not that it
7 has to (indiscernible). I apologize.

8 UNIDENTIFIED SPEAKER 64: No, please, no. The -- your
9 opinion matters a lot. I mean, I had a sit down, you know?
10 I -- your opinion matters just as much as anybody's, and so
11 thank you for sharing.

12 UNIDENTIFIED SPEAKER 65: I think you finally hit the nail
13 on the head a little bit. It's a little bit of a
14 (indiscernible). I think it's definitely -- Starbucks from a
15 perspective wants to make sure, like you said, oh, is the union
16 taking advantage of our partners, which I --

17 UNIDENTIFIED SPEAKER 66: Yeah.

18 UNIDENTIFIED SPEAKER 65: -- don't think I-- that's the
19 case at all. But also, it should set off an alarm bell to
20 Starbucks as well, and the same (indiscernible) like --

21 UNIDENTIFIED SPEAKER 67: Well, you're only
22 (indiscernible) --

23 UNIDENTIFIED SPEAKER 65: -- (indiscernible) our partners
24 are --

25 UNIDENTIFIED SPEAKER 68: Wait. Why is this happening?

1 UNIDENTIFIED SPEAKER 65: -- my -- my -- my partners are
2 saying something that I'm not -- there's a need that is not
3 being fulfilled, and I am not fulfilling it. I better start
4 listening.

5 HOST: Well, that's (indiscernible) I agree that -- that
6 some form of it could be included. The legal process, like,
7 seems scary, but the -- I would say it doesn't -- like, the
8 message of, like, getting paid more is, like, loud and clear.

9 UNIDENTIFIED SPEAKER 65: Okay.

10 HOST: That -- mission accomplished. I just -- maybe at
11 the same time, it always was, but like, actually, I mean, to
12 you guys' company, it had to -- in turnover, like, the entire
13 service industry decimated over the last few years, yes. And
14 so --

15 UNIDENTIFIED SPEAKER 69: Well, it's still misstating.

16 UNIDENTIFIED SPEAKER 70: It's still dead.

17 UNIDENTIFIED SPEAKER 71: It's so rough.

18 HOST: Yeah. And so we're -- we're all new. Like, not
19 just this store is more than 50 percent brand new, but every
20 store across the country. It's more than 50 percent new.
21 Everybody lost partners, so --

22 UNIDENTIFIED SPEAKER 72: (Indiscernible) bit my head off.

23 HOST: Oh, yeah.

24 UNIDENTIFIED SPEAKER 72: And it's also with the queue,
25 because I go agree. This has been the most productive, most

1 nice -- the energy has been the best today. I don't know if
2 this is starting something, but -- yeah. There is deeper than
3 this.

4 UNIDENTIFIED SPEAKER 73: You've got this. You've got
5 this.

6 UNIDENTIFIED SPEAKER 74: Call off the (indiscernible).

7 UNIDENTIFIED SPEAKER 75: Cassie (phonetic), Cassie.

8 UNIDENTIFIED SPEAKER 76: (Indiscernible) before I leave.
9 Get off it.

10 MULTIPLE SPEAKERS: (Indiscernible).

11 HOST: Enjoy yourself. So --

12 UNIDENTIFIED SPEAKER 77: That is what is my thing, to say
13 every time.

14 HOST: So yeah, we're all new, and are we all rushing into
15 something? You know, who knows? But --

16 UNIDENTIFIED SPEAKER 4: So you mentioned that we were,
17 like, heard in that, for like the, like, changes and things
18 like that.

19 HOST: Oh, yeah.

20 UNIDENTIFIED SPEAKER 4: So if the union vote goes no,
21 then are we going to see things like that change --

22 UNIDENTIFIED SPEAKER 1: No.

23 UNIDENTIFIED SPEAKER 4: -- in the future?

24 UNIDENTIFIED SPEAKER 1: Absolutely not.

25 UNIDENTIFIED SPEAKER 78: That is something she cannot

1 answer.

2 UNIDENTIFIED SPEAKER 4: Oh.

3 UNIDENTIFIED SPEAKER 1: But also no.

4 UNIDENTIFIED SPEAKER 78: The union said there --

5 UNIDENTIFIED SPEAKER 4: But --

6 UNIDENTIFIED SPEAKER 79: Yes.

7 UNIDENTIFIED SPEAKER 4: -- I didn't think --

8 UNIDENTIFIED SPEAKER 80: Correct.

9 UNIDENTIFIED SPEAKER 4: -- about that in that way.

10 UNIDENTIFIED SPEAKER 81: No way. No.

11 UNIDENTIFIED SPEAKER 82: I -- I mean, it's interesting, I
12 think, now that we have Howard back as CEO, I'm sure -- I think
13 all of us are probably, like, will things need to get better?
14 But could they get worse?

15 UNIDENTIFIED SPEAKER 83: I don't --

16 UNIDENTIFIED SPEAKER 82: You know? I was going to say,
17 like, I think that's a valid thought. Like, I have heard, you
18 know, and seen other partners say -- long-term partners who
19 worked while Howard was CEO, that, you know, the company was
20 different. I started in 2019, so I didn't even know who the
21 CEO was when I started. Honestly, I didn't really care. To a
22 point, I still don't really care, because it's like, I don't
23 talk to them. Like, they're just, you know, a name and a face.
24 And I don't know. I think we all have different experiences,
25 and it's hard to have hope a lot of the time that the

1 corporation has, at least in my -- my perspective, it's hard to
2 think that the corporation always has our best interest at
3 heart, as a shorter-term partner.

4 I know, obviously, we are in Seattle now, but when I was
5 leaving South Carolina, the McDonald's and Wendy's were posting
6 starting now at \$10 an hour signs. I was still getting paid \$9
7 at Starbucks. And that was like -- I heard nothing about, you
8 know, wages being raised. And obviously --

9 UNIDENTIFIED SPEAKER 84: (Indiscernible) 19.

10 UNIDENTIFIED SPEAKER 82: -- you know, this is now -- it's
11 on in retail. It's a different state --

12 UNIDENTIFIED SPEAKER 84: And Dick (phonetic throughout)
13 starts at 20.

14 UNIDENTIFIED SPEAKER 82: -- but like, we all have a
15 different perspectives, and I just think it's important that
16 we --

17 UNIDENTIFIED SPEAKER 84: And I have Starbucks experience.

18 UNIDENTIFIED SPEAKER 82: -- validate --

19 UNIDENTIFIED SPEAKER 85: I started at \$8 --

20 UNIDENTIFIED SPEAKER 82: -- each other's perspectives,
21 you know.

22 UNIDENTIFIED SPEAKER 85: -- in 2015 --

23 UNIDENTIFIED SPEAKER 82: (Indiscernible).

24 UNIDENTIFIED SPEAKER 85: -- in Florida.

25 HOST: Yeah, absolutely. I mean, I would -- I think,

1 Kevin (phonetic throughout) --

2 UNIDENTIFIED SPEAKER 85: 2013, I think --

3 HOST: -- did great things --

4 UNIDENTIFIED SPEAKER 85: -- when I was in Washington.

5 HOST: -- that Howard was not for that.

6 UNIDENTIFIED SPEAKER 86: (Indiscernible, simultaneous
7 speech) --

8 HOST: Howard tends to let (indiscernible).

9 UNIDENTIFIED SPEAKER 85: Me too.

10 HOST: And Kevin, probably they were cleaning house over
11 there, and velocitied (sic) it.

12 UNIDENTIFIED SPEAKER 87: He had what?

13 HOST: It -- it was called velocity.

14 UNIDENTIFIED SPEAKER 87: Oh.

15 HOST: So a lot of people would --

16 UNIDENTIFIED SPEAKER 87: Speed it up. Like -- like --
17 like --

18 HOST: There was so many du -- there was so much
19 redundancy, and yes, I see that they eliminated teams, which is
20 good for us, because, I mean, well, anyway. But Howard's going
21 to be a much better field connector, and we are high in the --
22 in that (indiscernible) field, whereas the transparency hasn't
23 been there about what -- what the direction is in the field,
24 being the whole field in play, right? But I think Howard --
25 for all of the things that he's not (indiscernible) up, it's

1 the one person who's -- (indiscernible) to reconnect with your
2 founder and somebody comes so connected to the field work is a
3 good thing.

4 UNIDENTIFIED SPEAKER 87: And supposedly, Howard's not
5 going to be in the pocket.

6 HOST: Yeah.

7 UNIDENTIFIED SPEAKER 88: So he's an intern. We'll see.

8 UNIDENTIFIED SPEAKER 87: Okay.

9 HOST: Yeah. All right, I've got -- I --

10 UNIDENTIFIED SPEAKER 88: (Indiscernible).

11 HOST: I do think --

12 MULTIPLE SPEAKERS: (Indiscernible).

13 UNIDENTIFIED SPEAKER 89: Howard --

14 HOST: But last week --

15 UNIDENTIFIED SPEAKER 90: Oh, yeah. Sorry.

16 HOST: If it -- it was warming a little bit when you guys,
17 Becky (phonetic), went to see me, but please do speak with the
18 AMs, because it is hard. It is very, very hard, you know,
19 Eliza (phonetic) and towards Tyler (phonetic)
20 (indiscernible) --

21 MULTIPLE SPEAKERS: (Indiscernible).

22 HOST: Yeah. They don't want to be (indiscernible).

23 UNIDENTIFIED SPEAKER 91: I will call you. Personally, we
24 go to every single AM -- and -- because I feel like this is the
25 third conversation with an AM that I've had that I've only

1 been, like, you know, this is not -- no. Like, this is more
2 than what you guys can do. It's way more than you guys can do;
3 this is about the corporation. And that was (indiscernible),
4 so -- yeah. Thank you for all the support.

5 UNIDENTIFIED SPEAKER 92: (Indiscernible) five years --

6 UNIDENTIFIED SPEAKER 93: Six.

7 UNIDENTIFIED SPEAKER 92: -- within two weeks, you know.

8 And if you throw out more than years within the week, and --

9 UNIDENTIFIED SPEAKER 93: Three weeks.

10 UNIDENTIFIED SPEAKER 92: Three weeks, and --

11 UNIDENTIFIED SPEAKER 93: You said three weeks and --

12 UNIDENTIFIED SPEAKER 92: I --

13 MULTIPLE SPEAKERS: (Indiscernible).

14 UNIDENTIFIED SPEAKER 93: I feel like -- I think we have
15 two weeks guaranteed.

16 UNIDENTIFIED SPEAKER 94: Howard isn't even a partner.

17 MULTIPLE SPEAKERS: (Indiscernible, simultaneous speech).

18 UNIDENTIFIED SPEAKER 95: Whenever I want. Whenever I
19 want.

20 UNIDENTIFIED SPEAKER 96: -- a long-time hire --

21 HOST: All right, guys. (Indiscernible).

22 (Audio stopped at 11:26 a.m.)

23 MS. MCBRIDE: And that is the end of the recording.

24 Thank you, Your Honor.

25 JUDGE GIANNOPOULOS: Ms. Lesser, did you end the recording

1 when the meeting had ended?

2 THE WITNESS: Yes, I did.

3 JUDGE GIANNOPOULOS: Okay. All right. Go ahead, General
4 Counsel.

5 MS. MCBRIDE: Thank you.

6 JUDGE GIANNOPOULOS: And General Counsel, you're being
7 joined by --

8 MS. MCBRIDE: Yes, Your Honor.

9 JUDGE GIANNOPOULOS: -- at Counsel table by who?

10 MS. MCBRIDE: Sitting next to me to my right for General
11 Counsel attorney Sarah Burke. I will note that Alice Garfield
12 had to step out about ten minutes ago to catch a flight back to
13 L.A.

14 JUDGE GIANNOPOULOS: Okay. And are you making an
15 appearance for the record?

16 MS. BURKE: Yes, Your Honor.

17 JUDGE GIANNOPOULOS: All right. State -- state your full
18 name.

19 MS. BURKE: Counsel for the General Counsel, Sarah Burke.

20 JUDGE GIANNOPOULOS: All right. Very good. Welcome, Ms.
21 Burke.

22 MS. BURKE: Thank you.

23 MS. MCBRIDE: Thank you.

24 Q BY MS. MCBRIDE: Having listened to the recording that has
25 been marked as 5(b), was that a full and accurate recording of

1 the -- that reflected the recording you made, sorry?

2 A Yes, it was.

3 Q Thank you.

4 MS. MCBRIDE: At -- at this point, Your Honor, I'd move
5 for the admission of 5(b).

6 JUDGE GIANNOPOULOS: All right. Any objections from the
7 Union?

8 MR. BERGER: No objection, Your Honor.

9 JUDGE GIANNOPOULOS: Any objections from the Respondent?

10 MR. DILGER: Same objection regarding Washington State
11 law.

12 JUDGE GIANNOPOULOS: All right. Your objection is noted,
13 but its overruled. As with the earlier objection, 5(b) is
14 admitted.

15 **(General Counsel Exhibit Number 5(b) Received into Evidence)**

16 MS. GARFIELD: Okay. Thank you, your Honor. And the
17 sheet that I -- the technical sheet that I had distributed
18 before that was marked as General Counsel's Exhibit 8, also.

19 JUDGE GIANNOPOULOS: Okay. Any objections to the Password
20 Exhibit, the technical sheet, Exhibit 8?

21 MR. DILGER: No objection.

22 JUDGE GIANNOPOULOS: No objection to the Union from
23 Starbucks?

24 MR. BERGER: No objection.

25 JUDGE GIANNOPOULOS: 8 is admitted.

1 **(General Counsel Exhibit Number 8 Received into Evidence)**

2 MS. MCBRIDE: Any Your Honor, General Counsel's Exhibit 9,
3 which was the transcripts, just for the purposes of as an aid.
4 And this version has the markings of our -- of our witness.

5 JUDGE GIANNOPOULOS: All right. Ms. Lesser, let me ask
6 you. As you listened through the recording today, did you make
7 any changes as to who was speaking in your -- in the transcript
8 that's marked 9?

9 THE WITNESS: I did make a few.

10 JUDGE GIANNOPOULOS: Okay. Why don't you tell us, step us
11 through, after having listened to it today in comparison to
12 what when you listened to it last night. Step us through page
13 by page where the changes are. The page and line number.

14 THE WITNESS: I did add going through dialog between, like
15 two people, for example.

16 JUDGE GIANNOPOULOS: Okay.

17 THE WITNESS: I did add in everyone's name to the line
18 that was speaking.

19 JUDGE GIANNOPOULOS: Okay.

20 THE WITNESS: Just to make sure that it was clear.

21 JUDGE GIANNOPOULOS: Well, let's -- let's -- if you did
22 it, let's do it line by line.

23 THE WITNESS: Okay.

24 JUDGE GIANNOPOULOS: Take us to the page and the line
25 number.

1 THE WITNESS: Page 4, line 21. I added my name to speaker
2 4.

3 JUDGE GIANNOPOULOS: All right. Give me one second.
4 Okay.

5 THE WITNESS: Page 5, line 2. I added my name.

6 JUDGE GIANNOPOULOS: Where it says speaker 4?

7 THE WITNESS: Yes.

8 JUDGE GIANNOPOULOS: Okay.

9 THE WITNESS: Line 11 on that same page, I added Shai's
10 name.

11 JUDGE GIANNOPOULOS: It's S-H-A-I?

12 THE WITNESS: Yes.

13 JUDGE GIANNOPOULOS: Okay.

14 THE WITNESS: Right underneath that, line 12, I added my
15 name.

16 JUDGE GIANNOPOULOS: Okay.

17 THE WITNESS: Line 15 on the same page I added Mark's
18 name.

19 JUDGE GIANNOPOULOS: Okay.

20 THE WITNESS: Skipping ahead to page 7, line 20. It was
21 actually Justin speaking instead of Mark. Their voices are
22 very similar. So line 20 and 23, it's Justin speaking.

23 JUDGE GIANNOPOULOS: So strike out Mark and --

24 THE WITNESS: Yes.

25 JUDGE GIANNOPOULOS: -- and put Justin. Okay.

1 THE WITNESS: Same thing on page 8, line 3. I have Mark
2 written down. It was actually Justin speaking.

3 Page 10, line 10. That's Carla (phonetic throughout)
4 speaking and not the host.

5 JUDGE GIANNOPOULOS: Okay. So where it says NA, it should
6 say Carla?

7 THE WITNESS: Yes. I believe that was it. I am going to
8 double check.

9 Page 20, line 12. I added my name.

10 JUDGE GIANNOPOULOS: Give me one second. Okay.

11 THE WITNESS: And page 21, line 14. I added Eli's name.

12 Page 22, line 23. I added Mark's name.

13 Page 45, line 14. I added host.

14 Any verbiage that I added to what was indiscernible, that
15 doesn't matter, right?

16 JUDGE GIANNOPOULOS: Correct.

17 THE WITNESS: Okay. Perfect. And that was it.

18 JUDGE GIANNOPOULOS: Okay. And now, on the very front of
19 this document you have written some -- some titled next to some
20 people. Was that your understanding of their titles at the
21 time --

22 THE WITNESS: Yes.

23 JUDGE GIANNOPOULOS: -- this meeting occurred?

24 THE WITNESS: Yes.

25 JUDGE GIANNOPOULOS: Okay. All right. Go ahead, General

1 Counsel.

2 MS. MCBRIDE: Your Honor, I move for the admission of
3 General Counsel's Exhibit 9.

4 JUDGE GIANNOPOULOS: All right. Any objections from the
5 Union?

6 MR. BERGER: No, Your Honor.

7 JUDGE GIANNOPOULOS: Any objections from Starbucks with --
8 Siren Retail d/b/a Starbucks, with the understanding of what I
9 had said earlier on the record as for this transcript and the
10 markings of the actual words?

11 MR. DILGER: No, Your Honor.

12 JUDGE GIANNOPOULOS: All right. So General Counsel
13 Exhibit 9 is going to be admitted.

14 **(General Counsel Exhibit Number 9 Received into Evidence)**

15 JUDGE GIANNOPOULOS: What I'm going to do is, as the
16 witness was speaking, I made the changes on my copy of the
17 exhibit in blue pen. And her testimony is obviously in the
18 record. We can follow the record, but I'm going to give this
19 copy to the court reporter. So we'll also be in the exhibit,
20 you can see in blue pen, which would be the witness's additions
21 to what she had said or had written down, originally.

22 All right. So --

23 MR. DILGER: And wh --

24 JUDGE GIANNOPOULOS: Yeah.

25 MR. DILGER: -- if I may.

1 JUDGE GIANNOPOULOS: Yes.

2 MR. DILGER: Would -- would it -- would the General
3 Counsel be amendable to also just putting in the nonmarked up
4 version that it had created?

5 MS. MCBRIDE: I have no objection to that.

6 MR. DILGER: Would that be fine as 10?

7 JUDGE GIANNOPOULOS: That's fine. I -- I don't have an
8 objection to it, and quite honestly I would ask that you send
9 it to the parties in Word form, if you don't mind. Or a PDF
10 form, as well.

11 MS. MCBRIDE: I believe I sent it in --

12 MR. DILGER: Yeah. You did provide it to us.

13 MS. MCBRIDE: -- PDF form.

14 JUDGE GIANNOPOULOS: Okay. The second version, as well?

15 MR. DILGER: Yes.

16 MS. MCBRIDE: Yes.

17 JUDGE GIANNOPOULOS: Okay. Very good. That's fine. Do
18 you want to mark that as General Counsel's 10?

19 MS. MCBRIDE: Yes, Your Honor.

20 JUDGE GIANNOPOULOS: Yeah. 10 may be unmarked. Yeah.
21 The original.

22 Mr. Berger, any objections from the Union?

23 MR. BERGER: No objections, Your Honor.

24 JUDGE GIANNOPOULOS: All right. So General Counsel's 10
25 will be admitted.

1 **(General Counsel Exhibit Number 10 Received into Evidence)**

2 JUDGE GIANNOPOULOS: I have one question for the witness.

3 At some point, they were referring to LOA?

4 THE WITNESS: Yes.

5 JUDGE GIANNOPOULOS: What does that mean?

6 THE WITNESS: That means leave of absence.

7 JUDGE GIANNOPOULOS: Okay. Thank you.

8 Q BY MS. MCBRIDE: Thank you, for that. Now, prior to -- to
9 listening to the audio -- the meetings, there was some -- you
10 gave some testimony about how you learned about these meetings.
11 Okay.

12 A Yes.

13 Q How often did you receive a schedule?

14 A I believe it was roughly around three weeks out, we
15 received it weekly.

16 Q Okay.

17 JUDGE GIANNOPOULOS: Weekly for the next three weeks?

18 THE WITNESS: Yes.

19 JUDGE GIANNOPOULOS: Okay.

20 THE WITNESS: Usually. Give or take a few days.

21 JUDGE GIANNOPOULOS: Or that I should say, the next three
22 weeks after the three weeks for which you had received your
23 previous schedule?

24 THE WITNESS: Yes.

25 JUDGE GIANNOPOULOS: Okay.

1 Q BY MS. MCBRIDE: How would you receive those schedules?

2 A Most of us had -- I don't remember exactly what the app is
3 called, but it's an app on our phones, and they just get
4 updated as the schedules get released, so we can see our
5 schedules.

6 Q Did you ever receive a paper copy?

7 A I feel like there was probably a paper copy posted
8 somewhere, but we never, like, received a physical one.

9 Q Did you ever have an opportunity to review that paper
10 copy?

11 A Every once in a while I would look at it.

12 Q Okay. Did you ever have meetings show up on your
13 schedule?

14 A Yes.

15 Q Did you ever see a meeting --

16 MS. MCBRIDE: Strike that.

17 Q BY MS. MCBRIDE: What -- can you give us some examples of
18 meetings that would show up on your schedule?

19 A Yeah. Normally, from what I remember, they would just say
20 promo set, and it would have the start time and the end time,
21 but it wouldn't specify exactly what kind of meeting it was.

22 Q Okay. Is promo set a word that you would hear a lot at
23 Starbucks?

24 A Yes.

25 Q Can you explain that for us, please?

1 A So typically, a promo set -- at least in core, when I used
2 to do promo sets, it's setting things up for, like, the next
3 launch that's going to happen. So like, for Christmas, we
4 would have a promo set, and we would put up all of the menu
5 boards. But at the roastery specifically, it was just going
6 over new drinks that were being launched and new merchandise.

7 Q Okay. When something on your schedule said promo set, for
8 these types of meetings, what was your understanding about
9 whether -- about its mandatory nature?

10 A So as long as anything on your schedule is on there ten
11 days out, we were required to go to them.

12 Q Okay.

13 MS. MCBRIDE: I'd like to show the witness, and I'm
14 distributing to counsel, a one-page document that is marked as
15 GC-11.

16 Q BY MS. MCBRIDE: Take a minute to look at that. And
17 please, look up when you've familiarized yourself with it.
18 Okay. Have you seen this document before?

19 A Virtually, I've seen it.

20 Q Okay.

21 A I haven't see a physical copy of it.

22 Q Okay. The format of it, the information on there, does
23 this look like the type of schedule that you would see
24 virtually?

25 A Yes.

1 Q Okay. And then do you see your name on this document?

2 A Yes.

3 Q Okay. In the top left corner it says Lesser, KJ?

4 A Yes.

5 Q Okay. And if you look across to the column, Friday, March
6 11th. Do you see that box?

7 A I do.

8 Q Okay. Can you tell us what is scheduled for you at the
9 end of your day there?

10 A Yes. So from 4:15 to 5:45, I was scheduled for a promo
11 set.

12 Q Okay. And it says, SR promo set. What does that mean, if
13 you know?

14 A I believe it just means Siren Retail. I'm not 100 percent
15 sure.

16 Q Okay. What was your impression when you've looked at the
17 schedules to what you would be doing then from 4:15 to 5:45 the
18 day?

19 A I honestly wasn't sure if it was going to be a Union
20 meeting or an actual promo set.

21 Q Okay. And what happened when you did get to the meeting
22 on Friday, March 11th, at 4:15?

23 A It ended up being a Union-busting meeting.

24 Q Okay. Was that the recording that we listened to
25 yesterday for the March 11th meeting?

1 A Yes, it was.

2 Q Thank you.

3 MS. MCBRIDE: Your Honor, I would also present to the --
4 for the purposes of the record, this is a document that was
5 provided by Respondent, pursuant to subpoena.

6 JUDGE GIANNOPOULOS: All right.

7 MS. MCBRIDE: And at this point, I'd move to enter GC-11.

8 JUDGE GIANNOPOULOS: All right. Any objections to GC-11
9 from the Union?

10 Mr. Berger?

11 MR. BERGER: No. Though I would -- I haven't received a
12 copy of it.

13 JUDGE GIANNOPOULOS: All right. Let's get a copy to
14 everybody.

15 MR. BERGER: No objection.

16 JUDGE GIANNOPOULOS: All right. From Respondent?

17 MR. DILGER: No objection.

18 JUDGE GIANNOPOULOS: GC-11 is admitted.

19 **(General Counsel Exhibit Number 11 Received into Evidence)**

20 MS. MCBRIDE: Distributing a one-page document marked GC-
21 12.

22 Q BY MS. MCBRIDE: KJ, if you could take just a second to
23 look at this and then look up when you have. Okay. Thank you.
24 Do you see your name on this document?

25 A I do.

1 Q Okay. It -- on the bottom left corner there, appears to
2 be cut off, is that you, KJ Lesser?

3 A Yes.

4 Q Okay. And again, if you look across to the column,
5 Tuesday, March 22nd, do you see any meetings scheduled on that
6 day?

7 A I do.

8 Q When is that?

9 A From 2:30 to 4 p.m.

10 Q Okay. And it says, "SR training." Are you familiar with
11 what SR training would be?

12 A Yes. It's another term for promo set to my knowledge.

13 Q Okay. When you'd see SR training on your schedule, does
14 that mean something different to you than seeing the SR promo
15 set?

16 A They both kind of meant the same thing. Just this being
17 on the schedule, it didn't make it clear what we were going to.
18 For example, the meeting the day before, I believe was an
19 actual promo meeting, and the one after was not.

20 JUDGE GIANNOPOULOS: Meaning, the next day?

21 THE WITNESS: Yes. But they still say the same thing.

22 JUDGE GIANNOPOULOS: Got it.

23 Q BY MS. MCBRIDE: So on Monday, March, 21st, it says you
24 have SR training from 3 to 4:30 p.m. Do you recall what that
25 meeting was about?

1 A I believe it was just a regular promo meeting.

2 Q Okay. And when you say, regular promo meeting, what --
3 what does that entail?

4 A Usually, we sample the coffees that are being launched,
5 and we sample the pastries, look at, like, the books that have
6 all of the merchandise that we're going to be offering.

7 Q And does that help you in doing your job?

8 A It helps us with product knowledge.

9 Q Okay. Is that a mandatory part of your job?

10 A I believe it is.

11 Q Okay. And so on Tuesday, March 22nd, when it says, SR
12 training, what did you think you would be attending that day?

13 A I had a good idea. But like I said, up until maybe, like,
14 10, 20 minutes before an actual meeting happened, we didn't
15 know what it was going to be.

16 Q What happened 10 to 20 minutes before?

17 A I would just hear chatter with baristas that were going to
18 be in the same meeting. Like, we would be like, oh, are you in
19 this same meeting at this time? Oh, I'm in this meeting at
20 this time.

21 Q In your experience, were groups of employees scheduled for
22 different meetings on the same day?

23 A Yes.

24 Q Okay. In your experience, your understanding of your
25 coworkers, did it appear to you there was any method for the

1 grouping of the employees?

2 A For the first meeting, I didn't believe so. For the
3 meetings following afterwards, I noticed the baristas, their
4 stance on pro-Union and anti-Union, I felt like it was divided
5 based on their stance.

6 Q How so?

7 A I believe in my last meeting, all but three or four people
8 were very hard pro-Union. Whereas, the meetings before, it was
9 a mixture.

10 Q And when you say, the last meeting, what is the date? Do
11 you recall --

12 A It was, I believe, March 22nd.

13 Q Okay. Thank you.

14 MS. MCBRIDE: I'd move for the admission of GC 12.

15 JUDGE GIANNOPOULOS: All right. Any objections from the
16 Union on GC 12?

17 MR. BERGER: No objection, Your Honor.

18 JUDGE GIANNOPOULOS: From Respondent, GC 12?

19 MR. DILGER: No objection.

20 JUDGE GIANNOPOULOS: GC 12 is admitted.

21 **(General Counsel Exhibit Number 12 Received into Evidence)**

22 MS. MCBRIDE: Thank you. Now, I'd like to show the cop --
23 the witness a copy of GC 4. I -- I'm not sure if there are --

24 JUDGE GIANNOPOULOS: I don't think it's in front of you.

25 MS. MCBRIDE: -- copies up there. Okay.

1 JUDGE GIANNOPOULOS: Do you have it? I can show her mine
2 if you don't have a copy.

3 MS. MCBRIDE: I -- they were all distributed. I don't
4 have another --

5 JUDGE GIANNOPOULOS: All right. I'll give her mine.
6 Ms. Lesser, you don't mind if I stand just --

7 THE WITNESS: No. No at all.

8 JUDGE GIANNOPOULOS: -- to your right, behind you, as you
9 look through that?

10 MS. MCBRIDE: And just a couple questions on this.

11 JUDGE GIANNOPOULOS: Okay.

12 Q BY MS. MCBRIDE: You take just a second to look at what's
13 GC 4, and let me know if you recognize this at all.

14 JUDGE GIANNOPOULOS: So take your time. Thumb through it.

15 Q BY MS. MCBRIDE: Thank you, for taking the time to look at
16 it. If I can turn your direction to -- well, first of all, are
17 you familiar with this Facebook post and the comments?

18 A I am.

19 Q Have you seen -- other than the paper copy today, have you
20 seen these -- this post and comments before today?

21 A Yes, I have.

22 Q Okay. Do you know the first time that you saw this post
23 and the comments?

24 A I do. Meli -- Melissa sent it to one of the group chats
25 that I was in.

1 Q When was it that you first saw the posts?

2 A It was on that same day, February 14th.

3 Q Okay. And if you could now turn your attention to page 16
4 of the joint exhibit -- sorry -- GC 4. In the 4 --

5 JUDGE GIANNOPOULOS: Just wait for her to get -- wait for
6 her to get there.

7 THE WITNESS: I got it.

8 MS. MCBRIDE: Sorry.

9 JUDGE GIANNOPOULOS: All right.

10 Q BY MS. MCBRIDE: In the fourth blue bubble down, there's a
11 post by KJ Cohen.

12 A Yes.

13 Q Is that you?

14 A That's me.

15 Q Okay. All right. Can you explain, please, the -- the
16 name there?

17 A Yes. I did get married, so I changed my legal last name
18 to Cohen, I'd say, probably like six months ago.

19 Q Okay. Thank you. So did you make this post here on
20 Elijah De La Vega's post? You made this comment?

21 A I did, yes.

22 Q Okay. And did you work with Elijah De La Vega?

23 A Yes.

24 Q And what -- what was his role when you worked with him?

25 A He was an associate manager.

1 Q Okay. At the time that this post was made, February 14th,
2 was that the role that he had, the -- at that time?

3 A Yes. Yes.

4 Q Okay. And would you work with him in the store -- how
5 often would you work with him?

6 A Every once in a while. AMs would be on the floor to help
7 out.

8 Q Okay. Did you know at the time that he made this post
9 whether or not he was an AM on February 14th?

10 A Yes. To the best of my knowledge, he was.

11 Q Okay. Could Elijah De La Vega issue you any discipline,
12 to your knowledge?

13 A He could.

14 Q Okay. And at the time that you responded to him, did you
15 have any way of knowing whether or not he had made this post as
16 an AM?

17 MR. DILGER: Objection. Calls for speculation.

18 JUDGE GIANNPOULOS: Why -- why don't you reask the
19 question?

20 MS. MCBRIDE: Sure.

21 JUDGE GIANNPOULOS: I think she's trying to ask you
22 when -- when you first saw that post, did you know whether he
23 was at work or at home, or he was clocked in or clocked out?

24 THE WITNESS: No.

25 JUDGE GIANNPOULOS: All right.



1 MS. MCBRIDE: Okay. Thank you. I have no further
2 questions for GC 4.

3 JUDGE GIANNOPOULOS: All right. You can give it back to
4 me. Thank you.

5 MS. MCBRIDE: And --

6 JUDGE GIANNOPOULOS: Thank you.

7 MS. MCBRIDE: Thank you.

8 And Your Honor, I have no further questions for this
9 witness.

10 JUDGE GIANNOPOULOS: All right.

11 From the Union?

12 MR. BERGER: Very briefly, one question.

13 **DIRECT EXAMINATION**

14 Q BY MR. BERGER: Good morning, KJ.

15 A Good morning.

16 Q I can find the page if necessary, but -- in either GC 9 or
17 10 -- but as I recall, there was discussion during the meeting
18 about whether Union dues would be subtracted from wages. Do
19 you recall --

20 A Yes.

21 Q -- the discussion? And if I heard correctly, there was a
22 reference to something called ostat (phonetic throughout). Is
23 that something -- the term you heard?

24 A I did hear that. I don't know what it is.

25 Q You anticipated my question.

1 MR. BERGER: No further questions.

2 JUDGE GIANNOPOULOS: All right.

3 From Respondent?

4 MR. DILGER: We will request Jencks material. And it
5 being noon, I'll review and --

6 JUDGE GIANNOPOULOS: It is perfect -- it is perfect
7 timing. It's all -- we couldn't have planned it any better.

8 It is just about noon, and -- a couple minutes before
9 noon.

10 So General Counsel, do you have any Jencks material?

11 MS. MCBRIDE: Yes, Your Honor. There is one affidavit.
12 Again, I have a redacted version for you to review. And in --

13 JUDGE GIANNOPOULOS: Okay.

14 MS. MCBRIDE: -- in addition to that, there is an
15 additional recording that KJ provided of a different captive
16 audience meeting that we did not allege as an 8(a)(1), so it
17 was not in General Counsel's case-in-chief.

18 JUDGE GIANNOPOULOS: Okay.

19 MS. MCBRIDE: We do have that recording. I have it on my
20 desktop. I can make it available. We also do have a
21 transcript as well to hand over if that is desired, I guess, if
22 that's helpful. That would be the entirety of the Jencks
23 statements, the affidavit and the audio recording.

24 JUDGE GIANNOPOULOS: All right. So if you received all of
25 that, how long -- how long do you think you'll need?

1 MR. DILGER: How long -- I assume that it's another hour-
2 long meeting or so?

3 MS. MCBRIDE: It is.

4 MR. DILGER: And how long is the Jencks affidavit -- or
5 the affidavit --

6 MS. MCBRIDE: It's about seven pages.

7 JUDGE GIANNOPOULOS: All right. So the witness -- I'm
8 going to excuse the witness for lunch.

9 MR. DILGER: Yeah. Oh, absolutely.

10 JUDGE GIANNOPOULOS: There is a re -- again, KJ, there is
11 a sequestration order. Don't discuss the facts of this case
12 with anyone, or your testimony. We -- I want you to be back
13 here at about 1:15.

14 THE WITNESS: Yes, Your Honor.

15 JUDGE GIANNOPOULOS: Okay. And it's possible that you
16 might have to hang out for a little bit longer.

17 THE WITNESS: Okay.

18 JUDGE GIANNOPOULOS: But at least by 1:15, come back.
19 That should give you an hour and 15 minutes for lunch. Should
20 be plenty of time.

21 THE WITNESS: Thank you.

22 JUDGE GIANNOPOULOS: All right. So you can leave.

23 UNIDENTIFIED SPEAKER: Your Honor, the redacted
24 (indiscernible) --

25 JUDGE GIANNOPOULOS: All right. So let's go off the

1 record for a second while I review the redacted
2 (indiscernible).
3 (Off the record at 11:57 a.m.)

4 JUDGE GIANNOPOULOS: All right. We're back on the record.
5 During an off-record discussion, we discussed a subpoena that
6 had been issued to Respondent last night. It was a subpoena
7 for documents and a testamentary subpoena for Mr. Underwood
8 [sic]. But it all related to the issue of whether Mr. Elijah
9 De La Vega had been -- had received a discipline for his
10 Facebook post, and I think we reached the stipulation that
11 will -- that'd negate the subpoena.

12 And General Counsel, if the stipulation is agreed to and
13 accepted by me, it's my understanding you're going to withdraw
14 the subpoena.

15 So I believe, and if I'm wrong, the stipulation was that
16 Mr. Elijah De La Vega did not receive any discipline because of
17 the Facebook post.

18 Is that correct, Mr. Dilger?

19 MR. DILGER: Correct, for the post in GC 4.

20 JUDGE GIANNOPOULOS: In the GC 4 -- for the post GC 4.
21 Is that stipulation accepted, General Counsel?

22 MS. MCBRIDE: Yes, it is, Your Honor.

23 JUDGE GIANNOPOULOS: All right.

24 From the Union, is that stipulation accepted?

25 MR. BERGER: Yes.

1 JUDGE GIANNOPOULOS: All right. So I'll accept that
2 stipulation.

3 And General Counsel, are you withdrawing your subpoenas?

4 MS. MCBRIDE: Yes, Your Honor. The General Counsel
5 withdraw the attest to the (indiscernible) issued and served on
6 Scott Underriter today, and that was also issued to the
7 custodian of records.

8 JUDGE GIANNOPOULOS: For the document? All right.

9 MS. MCBRIDE: For the documents, for the discipline.

10 JUDGE GIANNOPOULOS: So very good.

11 Mr. Dilger, just make sure you can tell your staff that
12 Mr. Underriter doesn't need to show up. Or someone -- someone
13 can tell it to him.

14 MR. DILGER: I'm on it.

15 JUDGE GIANNOPOULOS: All right. Thank you. And you
16 should probably send him a letter that it's been withdrawn
17 for --

18 MS. MCBRIDE: Absolutely, Your Honor.

19 JUDGE GIANNOPOULOS: -- Ms. McBride.

20 All right. Thank you. So that will go -- I think you
21 have your affidavit back?

22 MS. MCBRIDE: Yes.

23 JUDGE GIANNOPOULOS: All right. So let the record reflect
24 that the General Counsel is -- is giving the affidavit of the
25 witness to Respondent.

1 And then we will go off the record for lunch. Thank you.

2 (Off the record at 12:12 p.m.)

3 JUDGE GIANNOPOULOS: KJ, have a seat. Let me remind you
4 you're still under oath.

5 THE WITNESS: Yes.

6 JUDGE GIANNOPOULOS: Okay. Go ahead, Mr. Dilger.

7 MR. DILGER: Okay.

8 **CROSS-EXAMINATION**

9 Q BY MR. DILGER: Good afternoon, now, KJ.

10 A Hi.

11 Q May I call you KJ?

12 A Uh-huh.

13 Q My name is Jeff Dilger. I'm an attorney for Siren Retail.
14 And I just have a handful of questions. Towards the end of
15 your testimony, you testified that it seemed to you that the
16 partners in the meeting that -- or that the meetings were
17 divided based upon how you felt about the Union, something
18 along the lines of those testimon -- along those lines; is that
19 correct?

20 A Yes.

21 Q And I just want to clarify that you don't have any actual
22 knowledge of -- of how partners were scheduled; is that
23 correct?

24 A No.

25 Q Or why they were scheduled in the groups that they were

1 in?

2 A No.

3 JUDGE GIANNOPOULOS: All right. When you say, no, you
4 mean, correct?

5 THE WITNESS: Correct.

6 JUDGE GIANNOPOULOS: Meaning you had no knowledge. Okay.

7 Q BY MR. DILGER: And then were you friends with Elijah De
8 La Vega on Facebook as of February 14th, 2022?

9 A That's the day that I added him.

10 Q Okay. Would you have added him the day that you made your
11 post, or would you have added him --

12 A What do you mean?

13 Q -- before that? I'm sorry --

14 JUDGE GIANNOPOULOS: And I think what he really wants to
15 ask you is, if that group chat hadn't been forwarded to you,
16 would you have added him as a friend on Facebook?

17 THE WITNESS: I don't think I would've known about it.

18 JUDGE GIANNOPOULOS: Okay.

19 THE WITNESS: Yeah.

20 JUDGE GIANNOPOULOS: So you -- in that sense, I mean, it
21 was -- yeah. It was clear to me, you added him because you
22 wanted to read what he was saying.

23 THE WITNESS: Yeah, exactly.

24 JUDGE GIANNOPOULOS: Yeah. All right. Based on the group
25 chat that was forwarded to you?

1 THE WITNESS: Yes.

2 JUDGE GIANNOPOULOS: All right. Very good.

3 Q BY MR. DILGER: And then you were publicly, during the
4 organizing campaign, one of the members of the organizing
5 committee; is that correct?

6 A Yes.

7 MR. DILGER: Nothing further.

8 JUDGE GIANNOPOULOS: All right. Thank you.

9 Based on just those few questions, General Counsel, do you
10 have any redirect?

11 MS. MCBRIDE: No, Your Honor.

12 JUDGE GIANNOPOULOS: Okay. From the Union, Mr. Berger?

13 MR. BERGER: Nothing from the Union.

14 JUDGE GIANNOPOULOS: All right. Thank you.

15 KJ, thank you so much. You've been very patient with us
16 for two days. I appreciate it. You can go home.

17 THE WITNESS: Thank you.

18 JUDGE GIANNOPOULOS: So just leave everything up there.
19 Take your phone and your water. And let me just remind you,
20 there's a sequestration order in place. Don't discuss your
21 testimony or the facts of this case with anyone until the case
22 is all done. All right.

23 THE WITNESS: Yes, Your Honor.

24 JUDGE GIANNOPOULOS: Thank you. You can leave. Thank you
25 so much.

1 All right. General Counsel, do you have any further
2 witnesses? Let's wait while KJ collects her things and leaves.

3 I mean, KJ, you're probably free to stay if you want, but
4 I -- you know, you can stay if you want.

5 MS. COHEN: I'll probably head out.

6 JUDGE GIANNOPOULOS: Okay. Thanks.

7 UNIDENTIFIED SPEAKER: We don't take it personally.

8 JUDGE GIANNOPOULOS: All right. Thanks.

9 MS. MCBRIDE: Thank you.

10 JUDGE GIANNOPOULOS: General Counsel, do you have any
11 other witnesses?

12 MS. MCBRIDE: No, Your Honor. General Counsel does not
13 have any other witnesses at this point.

14 JUDGE GIANNOPOULOS: Do you have any other evidence you
15 wish to submit?

16 MS. MCBRIDE: If I may have one minute, Your Honor?

17 JUDGE GIANNOPOULOS: Sure.

18 (Counsel confer)

19 MS. MCBRIDE: I'm ready, Your Honor.

20 JUDGE GIANNOPOULOS: Okay. Go ahead. Do you have any
21 more evidence you wish to submit?

22 MS. MCBRIDE: No, Your Honor. At this time, the General
23 Counsel has no further witnesses or evidence, and -- to
24 present. I would, at this point, like to make a motion to
25 conform the pleadings to the proof to the extent that any of

1 the audio recordings that came in differenti -- differ from the
2 named speakers in the complaint. By that in particular, I
3 mean --

4 JUDGE GIANNOPOULOS: Okay. We'll see --

5 MS. MCBRIDE: Okay.

6 JUDGE GIANNOPOULOS: -- what the evidence says.

7 MS. MCBRIDE: Yes.

8 JUDGE GIANNOPOULOS: When I get a chance to look at it and
9 listen to the audio carefully, we'll see what it -- what it
10 says.

11 And any objections?

12 MR. DILGER: So the -- so it is simply to conform anything
13 that -- any undisputed testimony about identification to
14 allegations made in the record.

15 MS. MCBRIDE: Correct.

16 MR. DILGER: And -- and nothing else in terms of
17 statements or any additional allegations, just the identities?

18 MS. MCBRIDE: Correct, the motion is to conform the
19 pleadings to the proof so that the correct speaker is named in
20 paragraph 6.

21 JUDGE GIANNOPOULOS: Correct, with respect to the
22 allegations --

23 MS. MCBRIDE: Should --

24 JUDGE GIANNOPOULOS: -- in the complaint. I don't think
25 she's adding anything else, Mr. Dilger, is what -- I think is

1 what you're getting to.

2 MS. MCBRIDE: Correct.

3 MR. DILGER: One moment.

4 JUDGE GIANNOPOULOS: Sure.

5 MR. DILGER: We're fine with that limited.

6 JUDGE GIANNOPOULOS: Okay, with that limited
7 understanding, the motion is granted.

8 So do you rest?

9 MS. MCBRIDE: No, Your Honor. Two other housekeeping
10 points.

11 JUDGE GIANNOPOULOS: Looking for the magic word, General
12 Counsel. I'm just -- I'm just joking.

13 MS. MCBRIDE: I know.

14 JUDGE GIANNOPOULOS: Go ahead.

15 MS. MCBRIDE: And forgive me for -- for doing this out of
16 order. I do have a single-page document. I would like to
17 offer it as a guide --

18 JUDGE GIANNOPOULOS: Okay.

19 MS. MCBRIDE: -- for the transcript. If it is of use,
20 General Counsel has made a guide that maps the complaint
21 paragraph to the transcript cite and the time stamp on the
22 audio recording. It is --

23 JUDGE GIANNOPOULOS: Do you --

24 MS. MCBRIDE: -- only meant to be a guide.

25 JUDGE GIANNOPOULOS: Have you -- have you shown it to

1 Respondent?

2 MS. MCBRIDE: I have not.

3 JUDGE GIANNOPOULOS: All right. Respondent, take a look
4 at it, and don't forget Mr. Berger --

5 MS. MCBRIDE: Nope, we --

6 JUDGE GIANNOPOULOS: -- over there.

7 MS. MCBRIDE: -- have more over here.

8 JUDGE GIANNOPOULOS: Without having an opportunity to go
9 through the transcripts.

10 MR. DILGER: Right.

11 JUDGE GIANNOPOULOS: Why -- why don't you just attach that
12 to your brief?

13 MS. MCBRIDE: Wonderful.

14 JUDGE GIANNOPOULOS: Yeah, I --

15 MR. DILGER: Yeah, I -- I was going to say --

16 JUDGE GIANNOPOULOS: And --

17 MR. DILGER: -- I mean, we --

18 JUDGE GIANNOPOULOS: -- it's going to be --

19 MR. DILGER: -- obviously won't --

20 JUDGE GIANNOPOULOS: -- much easier --

21 MR. DILGER: -- cite to it.

22 JUDGE GIANNOPOULOS: -- much easier to attach it to your
23 brief because, you know, the transcripts were fairly lengthy
24 and --

25 MS. MCBRIDE: Yes.

1 JUDGE GIANNOPOULOS: -- and I don't need a guide, but --

2 MS. MCBRIDE: Of course not.

3 JUDGE GIANNOPOULOS: -- but someone else might.

4 MS. MCBRIDE: Okay.

5 JUDGE GIANNOPOULOS: Maybe Board members do because we
6 all -- anyway. Okay. Anything --

7 MS. MCBRIDE: It will --

8 JUDGE GIANNOPOULOS: -- else?

9 MS. MCBRIDE: -- be attached to the brief. And Your
10 Honor, I would also like to make a motion to conform -- to
11 conform the pleadings to the proof to the extent that there --
12 you might find any additional 8(a)(1)'s that were not
13 specifically pled in the complaint --

14 JUDGE GIANNOPOULOS: I -- I don't know.

15 MS. MCBRIDE: -- and --

16 JUDGE GIANNOPOULOS: If -- if you have something --

17 MS. MCBRIDE: -- I --

18 JUDGE GIANNOPOULOS: -- specific that you -- if you have
19 something specific that -- if you have something specific that
20 you want to allege and -- and amend in the complaint, do it
21 now, make a motion now before you've rested your case.

22 So Mr. Dilger and Starbucks and Siren -- Siren Retail
23 d/b/a Starbucks --

24 MS. MCBRIDE: Uh-huh.

25 JUDGE GIANNOPOULOS: -- is on full notice right now so

1 they can present their case. Otherwise --

2 MS. MCBRIDE: Your --

3 JUDGE GIANNOPOULOS: -- I -- I'll be honest with you, I
4 listened to both tapes, okay? I didn't listen to them with an
5 ear towards extra, you know, complaint allegations, et cetera.
6 If there's -- otherwise, if there's something else, you need to
7 make that argument somewhere else, not right now, not -- not an
8 over -- just an overarching, you know, amendment because we all
9 know what the case law is and what the precedent is on extra
10 allegations were they fully -- were they fully litigated, were
11 they not fully litigated. I don't know if they were or
12 weren't, so if you have a specific amendment to make, make it
13 now, otherwise, just some general amendment I'm not going to
14 allow just a -- a general motion to give me authority to find
15 anything I want.

16 MS. MCBRIDE: Your Honor, if my -- I may add some support
17 for my de facto amendment motion?

18 JUDGE GIANNOPOULOS: Okay.

19 MS. MCBRIDE: Section 3-340 of the Bench Book allows for a
20 de facto amendment of unpled but fully litigated allegations,
21 and there's case citations for it as well which I can provide.
22 This is the --

23 JUDGE GIANNOPOULOS: Okay.

24 MS. MCBRIDE: -- basis for which I am making my motion.

25 JUDGE GIANNOPOULOS: All right. So you can -- I will take

1 it under advisement, and you can argue it in your brief.

2 MS. MCBRIDE: Thank you, Your Honor.

3 JUDGE GIANNOPOULOS: How's that, Mr. Dilger, then? I --
4 I'll take it under advisement.

5 MR. DILGER: Yeah, I -- I mean --

6 JUDGE GIANNOPOULOS: I -- I don't know --

7 MR. DILGER: -- I --

8 JUDGE GIANNOPOULOS: -- what it says.

9 MR. DILGER: -- understood. I mean, I would --

10 JUDGE GIANNOPOULOS: Yeah.

11 MR. DILGER: -- still object. It creates a -- a moving
12 target that isn't --

13 JUDGE GIANNOPOULOS: All right.

14 MR. DILGER: -- possible for us to --

15 JUDGE GIANNOPOULOS: Sure.

16 MR. DILGER: -- to brief and litigate --

17 JUDGE GIANNOPOULOS: Sure.

18 MR. DILGER: -- and --

19 JUDGE GIANNOPOULOS: Your objection --

20 MR. DILGER: -- and so we would object.

21 JUDGE GIANNOPOULOS: -- your objection is noted. It's on
22 the record, and I get it. I understand, you know, what the
23 Bench Book says, but just to be honest with you, when we're
24 talking about statements made in meetings that were an hour-
25 and-a-half long each, all right -- you know, those are three

1 hours of meetings, and you know, we all know that, first of
2 all, the -- the 8(a)(1) allegations is basically a totality of
3 the circumstances case to ask what was said specifically in the
4 context they were said, and so that's why I'm just hesitant to
5 actually grant such a motion, you know, straightforward like
6 that. I get it, but you know, this won't -- you -- it -- I
7 will be listening to these tapes over and over and over again
8 when I'm writing my decision, so that's why it's -- my ruling
9 is I'll take it under advisement. You can -- you can argue it
10 in your brief, and I will make a ruling appropriately if -- if
11 I need to in my written decision.

12 MS. MCBRIDE: Thank you, Your Honor.

13 JUDGE GIANNOPOULOS: Okay, thank you.

14 MS. MCBRIDE: With that, the General Counsel rests.

15 JUDGE GIANNOPOULOS: All right. Very good.

16 Mr. Berger?

17 MR. BERGER: The Union has, you know, a case-in-chief but
18 reserves the right, of course, to call rebuttal witnesses --

19 JUDGE GIANNOPOULOS: All right --

20 MR. BERGER: -- if necessary.

21 JUDGE GIANNOPOULOS: -- absolutely. So the Union has
22 rested.

23 Mr. Dilger, your defense.

24 MR. DILGER: Can we get five minutes, Judge?

25 JUDGE GIANNOPOULOS: Absolutely.

1 MS. MCBRIDE: Maybe ten.

2 JUDGE GIANNOPOULOS: I'll give you ten. Let's go off the
3 record.

4 (Off the record at 1:35 p.m.)

5 JUDGE GIANNOPOULOS: All right. Mr. Dilger, are you
6 prepared with your -- to start your defense?

7 MR. DILGER: Yes, Your Honor.

8 JUDGE GIANNOPOULOS: All right, go ahead.

9 MR. DILGER: At the outset, the Respondent would like to
10 make a summary judgment motion.

11 JUDGE GIANNOPOULOS: All right. On what? On the entire
12 case?

13 MR. DILGER: Given the discussion that we just had off --
14 well --

15 JUDGE GIANNOPOULOS: Let me --

16 MR. DILGER: -- yes --

17 JUDGE GIANNOPOULOS: -- just -- let me just summarize. We
18 had this discussion off the record because we thought we were
19 on the record, and Mr. Dilger had made a motion for summary
20 judgment, and I stated that I wasn't prepared to rule on the
21 motion now as I had explained earlier with one of the General
22 Counsel's motions. The meetings in question were very long.
23 They were an hour and a half each, and I'm just not prepared to
24 make such a ruling now, so I will take it under advisement, and
25 I'll rule one way or another, maybe not specifically on your

1 summary judgment motion, but I'll either dismiss the
2 allegations or find a violation.

3 All right, go ahead, Mr. Dilger. You wanted to make a --
4 an argument in support of at least a couple of the allegations?

5 MR. DILGER: Yes, that's correct, and I appreciate Your
6 Honor's position, especially with regards to the statements
7 made during the captive audience meeting. There's a lot of
8 evidence. I think it warrants granting summary judgment, but
9 it is a lot to go through, and I understand it's probably more
10 than we can go through orally here.

11 With regards to the two other allegations -- broader
12 allegations related to the complaint, we have on one hand
13 captive audience meetings and the other Facebook posts and some
14 statements made there. I'll start with the captive audience
15 meetings.

16 As everyone in this room is aware, under present Board
17 law, captive audience meetings are permissible, and I think
18 that the evidence presented here in particular establishes
19 that -- that the meetings that were held by their very nature
20 do not violate the Act for the purposes of -- of this hearing.

21 Of course, the Board standard in summary judgment --
22 applying summary judgment is that there's no genuine issue as
23 to any material fact and that the moving party is entitled to
24 judgment as a matter of law and that it is established law that
25 ALJs are bound to follow Board precedent. And here, there's 75

1 years of history, legal support for the position that holding
2 the meetings as a matter of course does not violate the law.
3 That dates back to Babcock & Wilcox, 77 NLRB 577, and it
4 continues in numerous cases in Board precedent, up to and
5 including Electrolux Home Products, 368 NLRB 34.

6 Additionally, I will also just add the procedural
7 component of this, which is that at the time that these
8 meetings took place, there was no indication by the National
9 Labor Relations Board through the General Counsel that these
10 meetings were even suspect. The General Counsel memo that was
11 issued in this matter issued in April of 2022, post all of the
12 meetings that occurred -- the two meetings that are
13 specifically alleged to have violated the law in this
14 particular context, and so as a result, there's just -- there's
15 a -- a due process issue in terms of the -- the National Labor
16 Relations Board suddenly changing its tune with regards to the
17 legality of meetings. Starbucks acted in good faith in
18 accordance with existing Board law, and therefore, no 8(a)(1)
19 violation of the captive audience meetings can lie as a result
20 of this trial.

21 As to the Facebook posts, there are several issues. The
22 first issue is whether or not Mr. De La Vega was acting as an
23 agent or supervisor on behalf of Starbucks at the time that he
24 made his post, and as a result, it's the GC's burden to show
25 that Mr. De La Vega made the post on work time, used his

1 Starbucks device, or did so with the authority of Starbucks
2 management, none of which have been proven -- in addition to
3 that -- and so therefore, the charge fails on its face.

4 But beyond that, even when you look at the statements that
5 were made, the statements do not violate the law. The -- the
6 statements that were made here -- and if we just compare the
7 allegations of the complaint to the statements that were made,
8 it's very apparent the pleading was quite inartful, to be
9 honest. The complaint alleges that Mr. De La Vega threatened
10 its employees by telling them that they would lose their term-
11 limited assignments, Arizona State University, and/or health
12 care benefits if they unionized. The statements at issue in
13 the post are that if the Union vote passed -- and this is on
14 page 7 of GC Exhibit 4, if Union vote is passed, TLA
15 opportunities would be on the table as they wouldn't be
16 considered a part of the theoretical union. Since they are two
17 different entities, we can't share partners anymore for
18 legality reasons. The core allegation regarding the loss of
19 TLA is simply not in that post, not in any clear way. The
20 clearest statement is simply that TLA opportunities would be on
21 the table, which as we all know is true.

22 The next post is at the top of page 8, and this relates to
23 the threatened loss of ASU and/or health care benefits, is
24 simply nothing will be guaranteed and everything will be on the
25 table. Some might lose their free ASU, others their health

1 care, and much else. Even negotiating higher wages wouldn't be
2 guaranteed. The core inop -- the core operative portion of
3 that post is nothing will be guaranteed and everything will be
4 on the table, which is true, and what is explained after is a
5 possibility in bargaining, offset here by the fact that
6 throughout the recordings, and I'm sure we heard this from Ms.
7 Slabaugh when she testified, we heard it multiple times during
8 the recordings that partners could get more, they could get
9 same, they could get less, and so even if the posts are
10 considered to be part of Mr. De La Ve -- Vega's agency, which
11 there is literally no evidence in the record of, they would not
12 violate the law, and for those reasons, the -- the Facebook
13 posts also does not violate section 8(a)(1) of the Act.

14 JUDGE GIANNOPOULOS: Okay. I'm -- I'm really not prepared
15 to rule on any summary judgment motions right now. I will
16 address them in my brief or in my -- sorry, in my decision. In
17 your briefs -- I'm sure you will readdress them to me in your
18 briefs, but I will address them all in my decision. Again,
19 I'll either -- I won't specifically most likely address a
20 summary judgment motion. I'll either deny the -- or dismiss
21 the complaint allegations or find merits -- merit to them, but
22 I'm just not prepared as we sit here today to make -- to make a
23 ruling on it.

24 All right, would you like to present evidence in support
25 of your defense?

1 MR. DILGER: Yes, Your Honor. The Respondent calls Mary
2 Clare Barth.

3 JUDGE GIANNOPOULOS: All right. You want to come on up to
4 witness stand?

5 There you go. Let me have you raise your right hand.
6 Whereupon,

7 **MARY CLARE BARTH**

8 having been duly sworn, was called as a witness herein and was
9 examined and testified as follows:

10 JUDGE GIANNOPOULOS: Thank you. Have a seat. State your
11 first and last name and spell it for the record, please.

12 THE WITNESS: Mary Clare Barth, M-A-R-Y, C-L-A-R-E,
13 B-A-R-T-H.

14 **DIRECT EXAMINATION**

15 Q BY MR. DILGER: All right. Good afternoon, Mary Clare.

16 A Hi.

17 Q Can you tell us who your present employer is?

18 A Siren Retail, Starbucks, a coffee company.

19 Q And are you an active partner at Siren Retail at the
20 moment?

21 A I am on a career coffee break or a sabbatical.

22 Q Okay. And what does that mean?

23 A That means for six months I have an opportunity to take
24 time off that is unpaid, and after 20 -- after 10 years, you --
25 it's part of the benefits package.



1 Q And when did you first start working at the roastery here
2 in Seattle?

3 A December 5th of 2014.

4 Q And what roles have you held at the roastery?

5 A I started at the roastery as a director of operations in
6 2014, and in 2018, I became managing director.

7 Q Okay. And were you a managing director at the time of the
8 election -- or the Union election period in March and April
9 2022?

10 A Yes, I was.

11 Q And you were also managing director in February 2022?

12 A Correct.

13 Q And I believe this is on the record, but you've been
14 present throughout these proceedings; is that correct?

15 A Yes.

16 Q As the company's representative?

17 A Yes, I have.

18 Q As the managing director, what were your job
19 responsibilities in 2020 -- in early 2022?

20 A Responsibilities for operations of the -- of the roastery
21 and the SODO Reserve location, support of the partners'
22 development of the leaders, et cetera, the general operational
23 execution of the retail side of the roastery.

24 Q And I think there was some testimony about this earlier,
25 but just to clarify, when you specify the retail side of the



1 roastery, what are you hinting at? Is there another side of
2 the roastery?

3 A I do not -- I do not oversee the manufacturing side.

4 Q And in March of 2022, what was your typical work schedule?

5 A I worked approximately 50 to 60 hours a week. I work
6 Friday through Tuesday, have Wednesday, Thursday off,
7 typically. During those times, they were probably six-day,
8 seven-day weeks.

9 Q And let's talk a little bit about employee meetings. You
10 were here and you heard some recordings of employee meetings
11 earlier; is that right?

12 A Yes.

13 Q And I know we heard your voice in, I think, both of them;
14 is that right?

15 A That's correct.

16 Q And did you hear your voice?

17 A I did.

18 Q Okay. In both meetings?

19 A I did.

20 Q And can you tell us what were those meetings called at the
21 roastery?

22 A Those meetings were called partner roundtables.

23 Q And did those types of -- of meetings, roundtables in
24 particular, did they occur prior to the Union election
25 petition?

1 A Yes, they did.

2 Q And did they continue after the Union election petition?

3 A Yes, they did.

4 Q Do you know over the course of the entire Union election
5 petition process how many employee meetings did you participate
6 in?

7 MS. MCBRIDE: Objection as to vague and to time as -- we
8 get the -- sorry, the -- the --

9 JUDGE GIANNOPOULOS: Well --

10 MS. MCBRIDE: -- time frame.

11 JUDGE GIANNOPOULOS: -- why don't you -- why don't you
12 break it up before -- post-petition, pre-petition? Were there
13 any meetings before --

14 Q BY MR. DILGER: I'm sorry --

15 JUDGE GIANNOPOULOS: --the petitions --

16 Q BY MR. DILGER: -- all the --

17 JUDGE GIANNOPOULOS: -- were filed?

18 Q BY MR. DILGER: -- all that I was inquiring during the
19 Union election petition process, so from the petition -- time
20 of the petition until the meetings stopped the 24 hours before
21 the election, approximately how many meetings did you
22 participate in?

23 A I would say I -- I participated in probably 90 percent of
24 the meetings.

25 Q Okay. And so do you remember approximately how many

1 different roundtables there were after the filing of the Union
2 election petition and up until the time that the mail-ballot
3 election commenced?

4 A Broadly, we probably scheduled somewhere between four to
5 six meetings a week and -- over the course of a four-week time
6 period.

7 Q And are you aware of how it was determined which partners
8 would be assigned to which meetings?

9 A Broadly. Broadly, we used the -- we used the basis of who
10 was scheduled during that day to be able to eliminate any
11 hardship or bigger impact to the partners and to either have a
12 meeting before their shift or after their shift.

13 Q And so it -- it had to do with when the end of their shift
14 time was or when the beginning of it --

15 A Correct.

16 Q -- was? In -- in any of the meetings that you were in,
17 did -- did you take attendance of anybody that was there?

18 A We did not. I did not.

19 Q Okay. Did you see any of the other supervisors, and by
20 that, as you know, associate managers --

21 A Yes.

22 Q -- operations managers take attendance?

23 A I did not.

24 Q Did any partner receive discipline as a result of failing
25 to attend a partner roundtable?

1 A They did not.

2 Q So I want to reference the recordings here first, and
3 the -- the first thing that I want to reference is the first
4 recording, the one that we listened to yesterday afternoon.
5 Were you at the -- that meeting, the recorded meeting, for the
6 entirety of the meeting?

7 A I think so.

8 Q And to the best of your recollection, does that recording
9 accurately depict what occurred during that particular meeting?

10 A Yes.

11 Q And with regards to the March 22nd recording, do you
12 believe that you were at that meeting for the entirety of the
13 recorded meeting?

14 A I do not.

15 Q Okay. Do you have any idea -- any recollection as to when
16 you would have left that meeting?

17 A I don't have a recollection of when.

18 Q And just so the record is clear, I don't know if I just
19 made the assumption, were you at that March 22 meeting?

20 A Yes, I was.

21 Q And at least --

22 MR. DILGER: Strike that.

23 Q BY MR. DILGER: Were there -- other than the recorded
24 meeting, were there other partner roundtables held that same
25 week of March 11th?

1 A Yes.

2 Q And again, do you know about how many?

3 A I would just say broadly four to six week where we are --
4 we probably had two a day, and the most we would schedule would
5 be three days a week.

6 Q And -- and you attended most of those meetings?

7 A Most of the meetings, yes.

8 Q Of those meetings that you attended, were the items
9 discussed in those meetings that were not recorded similar in
10 content to the meetings that were -- the meeting that was
11 recorded?

12 A Yes.

13 Q And same set of questions for March 22nd: were there
14 other meetings other than the recorded meetings -- other
15 roundtables held the week of March 22nd?

16 A Yes.

17 Q And did you attend most of those meetings?

18 A Yes, I did.

19 Q What -- what topics were discussed during those March 22
20 meetings in relation to the recording that you heard?

21 A What topics --

22 Q Yeah.

23 A -- in those other meetings?

24 Q Right.

25 A The same topics that we discussed in the March 22nd

1 meeting.

2 Q Okay. I want to -- we spent a fair amount of time talking
3 about TLAs, and I want to talk about TLAs with you. So again,
4 what is a TLA?

5 A A TLA is time-limited assignment. It ranges in duration
6 from three to six months that -- that any partner in the
7 company can apply to, like a -- a typical job posting only this
8 is a limited assignment. It's not a -- it's not a full-time
9 position.

10 Q And can you -- can you give us an example of a TLA? You
11 don't have to use the partner's name, but just an example of a
12 TLA that occurred between a Siren Retail partner and some other
13 entity?

14 A Sure. Siren Retail roastery partners, specifically, have
15 supported the manufacturing side in green loader positions. A
16 green loader is an empty -- is an -- is an entry-level role
17 that they train partners to, you know, empty the beans, the
18 green beans, into the holding silos.

19 Q Okay. And so let's -- let's just use this example kind of
20 as we go through this. So when somebody takes that TLA
21 position, what happens to their job at the roastery?

22 A Their job at the roastery remains -- their position at the
23 roastery remains, and they'll take a limited -- a limited-time
24 assignment in ano -- in the other role, and they will no longer
25 report to the roastery, and they will no longer be managed by

1 the roastery.

2 Q And in terms of official employment, do you know which
3 entity in that particular example between retail or
4 manufacturing would employ them?

5 A Surely. Manufacturing then employs them.

6 Q And who pays the partner?

7 A Manufacturing pays them.

8 Q Who covers the benefits for that partner?

9 A They -- that would be in their home location, so in this
10 case, it would be the roastery.

11 Q The retail side?

12 A The retail side.

13 Q And in terms of -- do -- do term-limited -- TLAs ever turn
14 into permanent employment opportunities in the new entity?

15 A They can. They have.

16 Q And who makes the decision about whether or not that
17 person would remain employed with the new entity?

18 A The hiring manager on the -- in the -- in this particular
19 case, on the roasting side.

20 Q On the manufacturing --

21 A On the --

22 Q -- side?

23 A -- manu (sic) side, yeah.

24 Q If a -- if a partner that's on a TLA is subject to
25 discipline, who makes the disciplinary decision on that side?

1 A The -- the manager or supervisor on the manufacturing
2 side.

3 JUDGE GIANNOPOULOS: Meaning wherever they're temporarily
4 assigned, then?

5 THE WITNESS: Correct.

6 JUDGE GIANNOPOULOS: Okay.

7 Q BY MR. DILGER: I want to talk to you about Elijah De La
8 Vega. Do you know who Elijah De La Vega is?

9 A Yes, I do.

10 Q And who is he?

11 A Elijah De La Vega was a -- is an associate manager at the
12 roastery in March.

13 Q And what was his role at -- at that time? I'm sorry,
14 you -- you just said that, didn't you?

15 A I did.

16 Q He was an associate manager. That's what happens when you
17 look at your notes.

18 JUDGE GIANNOPOULOS: Ha-ha. It's all right.

19 Q BY MR. DILGER: And one of the issues in this case, as you
20 were here as you saw, are Facebook posts that are contained in
21 General Counsel Exhibit 4 which were made by Mr. De La Vega.
22 Prior to the unfair labor practice charge related to this case,
23 were you aware of the Facebook posts made by Mr. De La Vega?

24 A I was not.

25 Q Did you direct Mr. De La Vega to -- to post these posts?

1 A I did not.

2 Q Did any of the ops managers direct Mr. De La Vega to make
3 these posts?

4 A They did not.

5 MS. MCBRIDE: Objection. There's no foundation that the
6 witness would have any knowledge as to what ops managers would
7 have done.

8 JUDGE GIANNOPOULOS: All right, but -- but to your
9 knowledge, ma'am -- you've been there a long time. You're very
10 high up in the organization. To your knowledge, did anybody
11 from Siren Retail or Starbucks Corp because Siren Retail we all
12 know is a subsidiary of Star -- of Starbucks.

13 THE WITNESS: Correct.

14 JUDGE GIANNOPOULOS: To your knowledge, did anybody from
15 Siren Retail and/or Starbucks direct Mr. De La Vega to make
16 those posts?

17 THE WITNESS: No.

18 JUDGE GIANNOPOULOS: All right. Overruled.

19 Next question. Well, I guess it would be sustained, but
20 overruled as to my question. All right.

21 MS. MCBRIDE: Thank you, Your Honor.

22 MR. DILGER: May I approach the witness?

23 JUDGE GIANNOPOULOS: Yes, you may. Thank you.

24 Q BY MR. DILGER: Ms. Barth, I'm showing you what's been
25 marked as Respondent's Exhibit 3 and take a look at it. Do you

1 recognize this document?

2 A Yes, I do.

3 Q What is it?

4 A This is the letter we received from -- for the petition --
5 partners who petitioned for a union.

6 Q And there's no date on this letter that I see. Do you
7 recall about when you would have received this letter?

8 A We received the letter on February 14th. I became aware
9 of the letter at around 2 -- 2:00 midday on February 14th.

10 Q Okay. And is this a true and correct copy of the -- of
11 the "Dear Kevin" letter that you received on February 14th?

12 A Yes.

13 MR. DILGER: I offer Respondent's Exhibit 3.

14 JUDGE GIANNOPOULOS: All right, any objection from the
15 General Counsel?

16 MS. MCBRIDE: None from the General Counsel.

17 JUDGE GIANNOPOULOS: Any objection from the Union?

18 MR. BERGER: I'd object on relevance grounds.

19 JUDGE GIANNOPOULOS: Overruled. Respondent's 3 is
20 admitted.

21 **(Respondent Exhibit Number 3 Received into Evidence)**

22 MR. DILGER: May I approach again?

23 JUDGE GIANNOPOULOS: Yes, you may.

24 And Mr. Berger, I would just say that the letters were all
25 (indiscernible) for a variety of reasons, the least of which is

1 the fact that they (indiscernible) at least to the witnesses in
2 this case, and so just on that purpose, it would be relevant
3 for argument as to bias.

4 MR. BERGER: As to --

5 JUDGE GIANNOPOULOS: As to bias, potential bias, et
6 cetera, but that's the easiest, like, level of relevance.
7 That's -- that's all I'm saying, if I need to explain why it's
8 relevant.

9 All right, next question.

10 MR. DILGER: All right.

11 Q BY MR. DILGER: Mary Clare, I'm showing you what's been
12 marked as Respondent's Exhibit 4, and I need you to take a look
13 at all of the pages. Do you recognize these documents?

14 A Yes.

15 Q What are they?

16 A These documents are the information that we reference when
17 having meetings with partners.

18 JUDGE GIANNOPOULOS: Ma'am, if I could ask you, Ms. Barth,
19 just keep your voice up a bit.

20 THE WITNESS: Certainly. Certainly.

21 JUDGE GIANNOPOULOS: Okay, thank you.

22 Q BY MR. DILGER: And do you recall during which meeting
23 these documents would have been used?

24 A These documents would likely have been used in most of the
25 meetings or at least most of -- most of the meetings that I

1 attended based on the -- the content and the -- the process
2 that we were working through.

3 Q And do you remember which week these documents were used
4 in?

5 A I -- I believe they were used in -- in weeks 2 and 4 of
6 the meetings.

7 Q And were these documents made available to the partners
8 that attended the roundtables?

9 A Yes.

10 Q Are these true and correct copies of the documents that
11 you would've used in weeks 2 and 4 of the roundtables?

12 A Yes.

13 MR. DILGER: I offer com -- Respondent 4.

14 JUDGE GIANNOPOULOS: Any objections from the General
15 Counsel?

16 MS. MCBRIDE: Opportunity to voir dire --

17 JUDGE GIANNOPOULOS: Yes.

18 MS. MCBRIDE: -- Your Honor?

19 **VOIR DIRE EXAMINATION**

20 Q BY MS. MCBRIDE: Ms. Barth, I'm Sarah McBride. You've
21 been sitting pretty much next to me for the --

22 A Yes.

23 Q -- last two days. Nice to -- to meet you. Thanks for
24 being here. I just have a -- a couple of questions on this
25 document. It -- it's not dated at all. It doesn't have any

1 indications to where it came from. Do you recall how you
2 received this document?

3 MR. DILGER: Objection. Calls for privilege.

4 JUDGE GIANNOPOULOS: Well, I don't think so. I -- I -- I
5 don't think so. Overruled. How -- I mean, she just testified
6 that she had the documents. They were made available.

7 MR. DILGER: Yes, they were --

8 JUDGE GIANNOPOULOS: So from counsel --

9 MR. DILGER: -- they were made available.

10 JUDGE GIANNOPOULOS: -- from counsel is not necessarily
11 privileged. I mean, how is this -- it's not -- this is not
12 privileged. She's not --

13 MR. DILGER: That --

14 JUDGE GIANNOPOULOS: -- asking --

15 MR. DILGER: -- the document is not privileged.

16 JUDGE GIANNOPOULOS: -- what -- she's not asking what you
17 told her or what you said to her. The document itself isn't
18 privileged. Just because it came from a lawyer doesn't mean
19 it's privileged.

20 MR. DILGER: Okay.

21 JUDGE GIANNOPOULOS: Overruled.

22 How did you get this?

23 THE WITNESS: I got it from our -- in our training from
24 legal counsel.

25 JUDGE GIANNOPOULOS: Okay. You said you made it available

1 to partners at the -- do you remember specifically as you sit
2 here today which meeting this was made available to partners
3 at?

4 THE WITNESS: It would be over the course of -- of these
5 two weeks that we discussed these --

6 JUDGE GIANNOPOULOS: Okay.

7 THE WITNESS: -- topics in.

8 JUDGE GIANNOPOULOS: And when you said you made it
9 available to partners, was it actually printed out and put on a
10 table for partners to pick up?

11 THE WITNESS: We did have it --

12 JUDGE GIANNOPOULOS: Or was --

13 THE WITNESS: -- available.

14 JUDGE GIANNOPOULOS: -- it shown, like, on a PowerPoint?

15 THE WITNESS: No, we had it available.

16 JUDGE GIANNOPOULOS: Explain to me how.

17 THE WITNESS: We printed and had -- had the copies
18 available to partners.

19 JUDGE GIANNOPOULOS: Like -- like stapled in a packet?
20 Like that and just like on a table?

21 THE WITNESS: On a table.

22 JUDGE GIANNOPOULOS: Yeah --

23 THE WITNESS: On a table.

24 JUDGE GIANNOPOULOS: -- all right.

25 Go ahead, General Counsel.

1 MS. MCBRIDE: Thank you, Your Honor.

2 **RESUMED VOIR DIRE EXAMINATION**

3 Q BY MS. MCBRIDE: You said these were available weeks 2 and
4 4; was that your testimony?

5 A Yes.

6 JUDGE GIANNOPOULOS: I thought she --

7 Q BY MS. MCBRIDE: Why --

8 JUDGE GIANNOPOULOS: -- just said it was available
9 throughout the campaign.

10 MS. MCBRIDE: Well, and Your Honor, if I may, this --

11 THE WITNESS: The topics --

12 MS. MCBRIDE: -- is what I was trying to clear up --

13 THE WITNESS: -- the topics --

14 MS. MCBRIDE: -- because I --

15 THE WITNESS: -- were --

16 JUDGE GIANNOPOULOS: The topics were? Go ahead.

17 THE WITNESS: The topics were weeks 2 and 4.

18 JUDGE GIANNOPOULOS: Were discussed during weeks 2 and 4?

19 THE WITNESS: Yes.

20 JUDGE GIANNOPOULOS: All right.

21 MS. MCBRIDE: Okay.

22 Q BY MS. MCBRIDE: And this document was made available,
23 then, only during weeks 2 and 4 or throughout the entirety of
24 the roundtable program?

25 MR. DILGER: I -- I mean, I'm going to object. This is

1 beyond the scope of voir --

2 JUDGE GIANNOPOULOS: It --

3 MR. DILGER: -- dire.

4 JUDGE GIANNOPOULOS: -- well, it is, but -- but you know,
5 the objection would then be -- I -- I -- I'm going to allow it
6 because I was asking questions. I'm going to allow it.

7 Go ahead. Do you remember specifically if it was -- do
8 you remember specifically if it was weeks 2 and 4 that you had
9 these documents there, or is it your memory that it was
10 generally available?'

11 THE WITNESS: It was generally available.

12 JUDGE GIANNOPOULOS: All right.

13 MS. MCBRIDE: Thank you.

14 Q BY MS. MCBRIDE: In the meetings that -- that you were in
15 where this document was present, did you read from this
16 document to the employees?

17 A Did not.

18 Q Did you tell the employees that this document was there
19 for their reference?

20 A If they wanted it, yes.

21 MS. MCBRIDE: Okay. No further questions on the document.

22 JUDGE GIANNOPOULOS: All right, any objections?

23 MS. MCBRIDE: No objections.

24 JUDGE GIANNOPOULOS: All right, from the Union?

25 MR. BERGER: No objection.

1 JUDGE GIANNOPOULOS: All right, Respondent's 4 is
2 admitted.

3 **(Respondent Exhibit Number 4 Received into Evidence)**

4 MR. DILGER: Can we get a short break, Your Honor?

5 JUDGE GIANNOPOULOS: Absolutely. How much time do you
6 need?

7 MR. DILGER: Hopefully, just a minute or two here.

8 JUDGE GIANNOPOULOS: Oh, okay. I was going to give you
9 ten, but we'll take -- we'll take -- let's go off the record
10 for a minute here.

11 (Off the record at 2:31 p.m.)

12 MS. MCBRIDE: Before we go on the record --

13 JUDGE GIANNOPOULOS: We're on the record.

14 MS. MCBRIDE: Oh, sorry.

15 **RESUMED DIRECT EXAMINATION**

16 Q BY MR. DILGER: Ms. Barth, I just have two more questions.
17 One, just to be clear, you were here when K.J. testified that
18 she felt that partners were being scheduled based upon their
19 sentiment towards the Union, and I'll just ask you directly,
20 are you aware of any efforts to schedule partners based upon
21 sentiment?

22 A No.

23 Q During yesterday's meeting in particular and a little bit
24 today, but yesterday's meeting really, did you speak a fair
25 amount in yesterday's -- the recording we listened to

1 yesterday?

2 A Yes.

3 Q And we listened to your approach to these employee
4 roundtable meetings, and my question is in the other roundtable
5 meetings that you engaged in, did you have the same approach in
6 terms of tone?

7 A Yes.

8 MR. DILGER: Nothing further.

9 JUDGE GIANNOPOULOS: All right. I've got a question for
10 you, Ms. Barth. At the roastery, with respect to the employees
11 that we're talking about that were subject to the petition, how
12 do they track their time to get paid, meaning do they clock in
13 every day?

14 THE WITNESS: Yes.

15 JUDGE GIANNOPOULOS: And then, they clock out at the end
16 of the day?

17 THE WITNESS: Yes.

18 JUDGE GIANNOPOULOS: So on a day that there was a meeting
19 scheduled, they would clock in at the start of the day,
20 correct?

21 THE WITNESS: Yes.

22 JUDGE GIANNOPOULOS: And then, they wouldn't clock out
23 until the meeting was over if they stayed for the meeting?

24 THE WITNESS: They would clock in and out for breaks and
25 lunches, et cetera.

1 JUDGE GIANNOPOULOS: Okay. But if they were going to get
2 paid for the meeting, they would've had to --

3 THE WITNESS: They would --

4 JUDGE GIANNOPOULOS: -- have clocked out after the
5 meeting?

6 THE WITNESS: Correct.

7 JUDGE GIANNOPOULOS: Oh, okay. So --

8 THE WITNESS: Oh, the only thing I would add is that if
9 for some reason they miss their clock in -- out or clock in,
10 they can write it in a log --

11 JUDGE GIANNOPOULOS: Okay.

12 THE WITNESS: -- that we capture it.

13 JUDGE GIANNOPOULOS: I see, okay. Very good. All right,
14 that was my only question.

15 Go ahead, General Counsel, cross-examination.

16 MS. MCBRIDE: Yes.

17 JUDGE GIANNOPOULOS: I'm sorry, did you want some time or
18 are you --

19 MS. MCBRIDE: Just one --

20 JUDGE GIANNOPOULOS: -- ready to go?

21 MS. MCBRIDE: Just one minute, Your Honor.

22 JUDGE GIANNOPOULOS: Okay. There weren't a lot of
23 questions asked.

24 MS. MCBRIDE: No.

25 Okay, I'm ready to proceed, Your Honor.

1 JUDGE GIANNOPOULOS: Okay.

2 MS. MCBRIDE: Just a couple questions. I would --

3 JUDGE GIANNOPOULOS: Go ahead.

4 MS. MCBRIDE: Thank you.

5 **CROSS-EXAMINATION**

6 Q BY MS. MCBRIDE: Ms. Barth, thank you again for your
7 attendance today, especially given that you are on your
8 sabbatical. I can't imagine this is how you wanted to spend
9 some of those days, so thank you, and I -- I don't plan to keep
10 you very long.

11 During -- I'll take these in order. You gave some
12 testimony about the time-limited assignments. When an employee
13 goes from one section -- one department of Siren to another or
14 to Starbucks, there's a -- a clear line of how this functions,
15 correct, that when they are at the TLA department, that new
16 department is the one that pays them. That's clear, correct?

17 A Yes.

18 Q That's not something that has to be negotiated every time
19 there's a TLA, correct?

20 A Correct.

21 Q Okay. And the benefits --

22 JUDGE GIANNOPOULOS: Voice up a bit --

23 THE WITNESS: Got it.

24 JUDGE GIANNOPOULOS: -- Ms. Barth. Sorry.

25 Q BY MS. MCBRIDE: And the -- the benefits for that employee



1 during the TLA are continued to be paid by their home
2 department; is that -- was that your testimony?

3 A That's correct.

4 Q Okay. And that happens every time?

5 A Yes.

6 Q That -- that doesn't --

7 A Yes.

8 Q -- have to be renegotiated? Okay. And during the -- the
9 TLA, the time-limited assignment, there's a -- a -- a very
10 clear chain of command, if you will, in that how discipline
11 would issue to that employee. That would flow from their new
12 department; is that correct?

13 A Correct.

14 Q This is not something that is negotiated every time
15 there's a TLA?

16 A It is not.

17 Q Okay. So when an employee is on a TLA, the department in
18 which they're working during that short term is for all intents
19 and purposes for their day-in-day-out during those months their
20 home department. That is where they report, that is where they
21 get paid, that is the department that sets their hours, that is
22 the department that issues discipline; is that correct?

23 A Yes.

24 Q Okay. And this has been something that's been clearly
25 worked out over years, correct?

1 A Yes.

2 Q Okay. And there's been quite a bit of testimony around
3 conversations that you and other managers and supervisors have
4 had with employees, baristas, et cetera, at -- at Siren. I
5 imagine you also had conversations with other supervisors at --
6 under -- with other supervisors at the roastery about this
7 process; is that right?

8 A Besides the -- the asi -- the management team, yes --

9 Q Yes.

10 A -- the management leaders, the associate managers.

11 Q Okay. Did you have discussions with associate managers
12 about the unionization process after the petition was filed?

13 MR. DILGER: I'm going to object on the basis of relevance
14 and the --

15 JUDGE GIANNOPOULOS: What is the relevance?

16 MS. MCBRIDE: Your Honor, that there is going to be --
17 there is an argument as to whether or not Elijah De La Vega was
18 acting as an agent in making his posts. His post also says
19 that he's repeating what he has been told.

20 JUDGE GIANNOPOULOS: All right, so why don't you just cut
21 to the chase?

22 MS. MCBRIDE: Okay.

23 JUDGE GIANNOPOULOS: Ask her the question directly.

24 MS. MCBRIDE: Okay.

25 JUDGE GIANNOPOULOS: Did she talk to Mr. De La -- De La

1 Vega? Did she talk to him about TLAs or ASU benefits.

2 MS. MCBRIDE: Okay.

3 JUDGE GIANNOPOULOS: Let's get to the issue at hand.

4 MS. MCBRIDE: Okay.

5 JUDGE GIANNOPOULOS: Let me ask another -- let me just
6 interrupt with one more question.

7 During the process from the time the petition was filed
8 until the election was held, was it Starbucks position that
9 they wished their employees to vote against Union
10 representation? They preferred -- the preferred outcome for
11 them was to have --

12 THE WITNESS: Maintain.

13 JUDGE GIANNOPOULOS: -- the Union to have lost the vote?

14 THE WITNESS: Maintaining a direct relationship.

15 JUDGE GIANNOPOULOS: A Union-free environment?

16 THE WITNESS: Direct relationship with the partners.

17 JUDGE GIANNOPOULOS: Okay, that was the -- that was the
18 position of the company?

19 THE WITNESS: Yes.

20 JUDGE GIANNOPOULOS: All right, very good. Go -- did you
21 talk to Mr. De La Vega about any of these issues? You,
22 personally?

23 THE WITNESS: Not at that time, I did not.

24 JUDGE GIANNOPOULOS: Okay.

25 Q BY MS. MCBRIDE: And when you say, "at that time", what

1 time are you referring to?

2 A Oh, I'm speaking to when Mr. De La Vega made the post.

3 JUDGE GIANNOPOULOS: All right, so before the post, from
4 the time the posit -- the petition was filed until the post was
5 made, let's focus on that time period.

6 General Counsel.

7 MS. MCBRIDE: Okay.

8 Q BY MS. MCBRIDE: During that time period, did you
9 personally have any conversations with Elijah De La Vega about
10 the company -- Starbucks's position on unionization?

11 A No.

12 Q Are you aware of any meetings or trainings that AMs that
13 managers would have attended about the unionization process?

14 MR. DILGER: Objection. Calls for privileged information.

15 JUDGE GIANNOPOULOS: I --

16 MS. MCBRIDE: Your Honor, I'm not saying --

17 JUDGE GIANNOPOULOS: -- just going to --

18 MS. MCBRIDE: -- she is aware.

19 JUDGE GIANNOPOULOS: -- a meeting with a lawyer is not
20 privileged. Showing -- what was said might be privileged, like
21 the specifics, but going to -- going to a meeting with a lawyer
22 and the topic of the meeting is not privileged. Overruled.

23 Q BY MS. MCBRIDE: So I'll ask again. Are you aware of any
24 meetings that associate managers attended about unioniz -- the
25 process of unionization?

1 JUDGE GIANNOPOULOS: That's just a yes-or-no question
2 there.

3 A Yes.

4 Q BY MS. MCBRIDE: Okay.

5 A Yes.

6 Q Based on your knowledge, would Elijah De La Vega have
7 attended meetings in his role as an associate manager regarding
8 Starbucks's position on the Union election?

9 A Yes.

10 Q Okay. To your knowledge --

11 MS. MCBRIDE: Strike that.

12 Q BY MS. MCBRIDE: All right, and moving on to the
13 roundtable meetings, as you've called them, there was -- you
14 had testified that what is Respondent's Exhibit 4 was made
15 available during those meetings?

16 A Yes.

17 Q Was there any other literature made available to employees
18 during those meetings?

19 A The only other information that we provided is towards the
20 voting -- to the time of vote, and they -- they saw information
21 on the voting steps, so a copy of the ballot or how to -- the
22 envelopes, et cetera --

23 Q Okay.

24 A -- to the process.

25 Q And were the -- was there any written literature -- that's

1 duplicative -- was there any literature that was distributed
2 during these meetings that was produced by Workers United?

3 MR. DILGER: I'll object as to "these meetings".

4 JUDGE GIANNOPOULOS: Right.

5 MS. MCBRIDE: During -- I will clarify. Thank you.

6 JUDGE GIANNOPOULOS: All right, clarify it.

7 Q BY MS. MCBRIDE: Was there any literature distributed
8 during the roundtables that took place from February 14th until
9 April 20th? During those meetings, those roundtable meetings,
10 was there any literature distributed that was produced by
11 Workers United?

12 A No.

13 Q Okay. In that same time frame, during those roundtables,
14 was there any literature that was distributed that was
15 generally pro-Union?

16 A Not to my knowledge.

17 JUDGE GIANNOPOULOS: Huh.

18 Q BY MS. MCBRIDE: During those -- those roundtable meetings
19 that you attended from February 14th to about ap -- to just
20 before the election, did you ever have with you a list of
21 employees that were expected to attend?

22 A I did not.

23 Q Okay. And your testimony was that you did not personally
24 schedule the meetings for these employees, correct?

25 A Correct.

1 Q And there's somebody at the roastery, at Siren Retail
2 whose job it is to do the scheduling, correct?

3 A Yes.

4 Q And that's not you?

5 A It's not me --

6 Q And -- and who is that person?

7 A -- thankfully. Topher Laidlaw.

8 Q Okay.

9 JUDGE GIANNOPOULOS: And keep -- I'm sor -- keep your
10 voice up. Would -- it -- it only records your voice. It
11 doesn't amplify it, so I just want to make sure we get a good
12 recording.

13 MS. MCBRIDE: Okay.

14 Q BY MS. MCBRIDE: Do you direct Topher Laidlaw in how to do
15 the schedule?

16 A There are standards for that that are provided by
17 Starbucks.

18 Q Okay, but do you --

19 A I oversee the -- the process.

20 JUDGE GIANNOPOULOS: All right, did you oversee the
21 process of scheduling the meetings? Who was --

22 THE WITNESS: Not directly.

23 JUDGE GIANNOPOULOS: -- going to be at which meeting?

24 THE WITNESS: Not direct -- no, I did not.

25 JUDGE GIANNOPOULOS: Okay.



1 MS. MCBRIDE: Thank you.

2 Q BY MS. MCBRIDE: Your testimony was that roundtable
3 meetings with employees continued after the election?

4 A Yes.

5 Q How often does Siren Retail schedule roundtables with
6 employees, let's say, weekly? How many weekly roundtables have
7 been scheduled since the election?

8 A I couldn't say.

9 Q Okay. What are the topics in those roundtables?

10 A It depends on the topics that are on the partners' minds
11 of if there is any particular roastery item to be discussed,
12 what have you --

13 Q All right.

14 A -- but they're fairly, you know, flexible.

15 Q Your testimony is the topics of those roundtables are
16 flexible?

17 A Yes.

18 MS. MCBRIDE: Okay. No further questions, Your Honor.

19 JUDGE GIANNOPOULOS: All right. Mr. Berger?

20 MR. BERGER: Thank you, Your Honor.

21 **CROSS-EXAMINATION**

22 Q BY MR. BERGER: Good afternoon, Ms. Barth. I'm Ben
23 Berger. I represent Workers United, the Charging Party in this
24 matter. Again I appreciate your being here on time, especially
25 during your (indiscernible) as other Counsel mentioned.



1 JUDGE GIANNOPOULOS: Voices up everyone.

2 MR. BERGER: Oh, my apologies.

3 JUDGE GIANNOPOULOS: Let's use our outdoor voices.

4 Q BY MR. BERGER: My first question is, were you involved in
5 preparing the agenda for any of the round-table meetings
6 between February 14th and April -- the day before the election
7 concluding April 2022?

8 MR. DILGER: Objection. Beyond the scope.

9 JUDGE GIANNOPOULOS: What was the question again? If she
10 was involved in preparing any of the --

11 MR. BERGER: Materials or talking points, let's say.

12 JUDGE GIANNOPOULOS: What -- what -- what's the relevance
13 of it?

14 MR. BERGER: The relevance is that in earlier testimony, I
15 understood counsel for Starbucks to be laying the groundwork
16 for an argument that these -- the round tables were open forums
17 that were not meant to present exclusively or predominately
18 the -- the company's own position but to offer an open forum
19 for attorneys. So I think we'd be in --

20 JUDGE GIANNOPOULOS: Not for attorneys.

21 MR. BERGER: Oh, excuse me.

22 JUDGE GIANNOPOULOS: I'm sorry. I'm sorry.

23 MR. BERGER: Yeah.

24 JUDGE GIANNOPOULOS: Well. All right. You know, he --
25 you -- go ahead. You can ask -- you can answer the question.

1 I mean, the -- the tapes were fairly clear as to what happened
2 at these round tables. At least the two that I'm concerned
3 about are the two that are alleged in the complaint.

4 MR. BERGER: Okay. So I -- can -- I can ask that
5 question?

6 JUDGE GIANNOPOULOS: Sure, you can ask the question.

7 MR. BERGER: Okay.

8 Q BY MR. BERGER: Were you involved in preparing the
9 materials for the round table meetings during --

10 A The --

11 Q -- the time --

12 MR. DILGER: Objection. Relevance.

13 JUDGE GIANNOPOULOS: Overruled.

14 THE WITNESS: The general -- the -- the general format
15 providing --

16 MR. BERGER: Okay.

17 THE WITNESS: -- providing information and creating safe
18 environment for the partners, and coffee tasting, and
19 opportunity for partners to ask questions and to make
20 commentary.

21 JUDGE GIANNOPOULOS: All right. And I'm assuming, ma'am,
22 you're a high-ranking official at Siren, right? You're --
23 you're --

24 THE WITNESS: Yeah.

25 JUDGE GIANNOPOULOS: -- a pretty high-ranking official?

1 High enough to -- to be on sabbatical. I'm just teasing.

2 THE WITNESS: Well, any partner who has --

3 JUDGE GIANNOPOULOS: I'm kidding.

4 THE WITNESS: -- 10 years in can be on --

5 JUDGE GIANNOPOULOS: I'm kidding.

6 THE WITNESS: -- on sabbatical.

7 JUDGE GIANNOPOULOS: But with respect to these two
8 meetings after the petition was filed, I mean, is it fair to
9 say that you were in some meetings with probably other
10 executives or people at your level and probably with some
11 lawyers that you discussed, you know, we're going to go to
12 these round tables and have some round tables?

13 THE WITNESS: Yes.

14 JUDGE GIANNOPOULOS: Yeah. Okay.

15 Mr. Berger, I mean, it's just -- it makes sense. I mean,
16 I don't know, maybe I've been doing this too long. But that's
17 just how things work, you know? That's how the world works.

18 Q BY MR. BERGER: And in preparing for those meetings, did
19 you, or to your knowledge, any of your comanagers solicit
20 you -- of you of Worker's United?

21 MR. DILGER: Objection, relevance.

22 JUDGE GIANNOPOULOS: Yeah. I mean, go ahead. Overruled.

23 Did you call anyone from Worker's United to have them
24 participate in your -- in your meeting?

25 THE WITNESS: We actually did not.

1 JUDGE GIANNOPOULOS: Okay.

2 Next question.

3 Q BY MR. BERGER: Do you know if management ever considered
4 inviting a union representative to address these round table
5 meetings?

6 MR. DILGER: Objection. Relevance.

7 JUDGE GIANNOPOULOS: What is the relevance? There was no
8 union representative from -- was there -- at any of these
9 meetings that you had with your partners, was there any
10 official representative from the union -- from Worker's United
11 there?

12 THE WITNESS: There was not.

13 JUDGE GIANNOPOULOS: Okay. Next question.

14 Q BY MR. BERGER: But you were --

15 JUDGE GIANNOPOULOS: Whether they invited them or not, I
16 don't care. That's not relevant.

17 Q BY MR. BERGER: I'd like to -- do -- do you have General
18 Counsel Exhibit 4 in front of you? That's the Elijah De La
19 Vega Facebook post.

20 A I don't.

21 JUDGE GIANNOPOULOS: It's right here, ma'am. I'm going to
22 have to do the same thing. I'm going to have to stand over
23 your shoulder to your right and look at it as you look at it
24 because I -- that's the only copy I have.

25 Q BY MR. BERGER: Could I direct you to page 21? Let me

1 first ask you, have you reviewed this exhibit today?

2 A Not --

3 JUDGE GIANNOPOULOS: Before the trial?

4 THE WITNESS: Before the trial? No, I have not.

5 JUDGE GIANNOPOULOS: Okay.

6 Q BY MR. BERGER: Okay. Are you familiar with its contents
7 now?

8 A Yes.

9 Q Towards -- I guess it's four lines from the bottom, there
10 is a line that says, "also, we are not protected from lay-offs"
11 and then parenthetically repeating "what I was told". Do you
12 have an understanding of who Mr. De La Vega was referring to
13 about who told him that?

14 A I do not.

15 Q Okay. So if a manager or superior from Siren told him,
16 you would have no basis to refute that?

17 MR. DILGER: Well --

18 JUDGE GIANNOPOULOS: Sustained. Asked and answered.

19 MR. DILGER: Thank you.

20 MR. BERGER: No further questions from me.

21 JUDGE GIANNOPOULOS: All right. You can hand that back to
22 me, ma'am. I have one question for you, which has been on my
23 mind since yesterday.

24 Can the public or your partners actually check books out
25 from this library?

1 THE WITNESS: Yes.

2 JUDGE GIANNOPOULOS: Very good. That is --

3 THE WITNESS: Yes.

4 JUDGE GIANNOPOULOS: -- I was thinking about that since it
5 came up yesterday.

6 THE WITNESS: Yes.

7 JUDGE GIANNOPOULOS: Anything -- any redirect?

8 MR. DILGER: There will be. And before I get to that and
9 finish -- or can we go off the record for a second?

10 JUDGE GIANNOPOULOS: Yeah. Let's go off the record.

11 (Off the record at 2:54 p.m.)

12 JUDGE GIANNOPOULOS: Mr. Dilger.

13 MR. DILGER: Just one bit of follow-up.

14 **REDIRECT EXAMINATION**

15 Q BY MR. DILGER: You heard your -- His Honor ask you about
16 the position of the company. And I wanted to ask you about the
17 position -- your personal position that you explained during
18 the captive audience meetings. Was that different than the
19 company's official position?

20 A My official position with the partners and with the
21 company has been to provide the partners the opportunity to
22 hear all of the information and to make their own decision
23 whether the union was right for their particular circumstance.

24 Q And was that expressed during the captive -- well the
25 employee round tables that you participated in?

1 A Yes, it was.

2 MR. DILGER: Nothing further.

3 JUDGE GIANNOPOULOS: All right.

4 General Counsel, based on that one follow up -- one
5 question, any follow-up?

6 MS. MCBRIDE: One question, Your Honor.

7 **RECROSS-EXAMINATION**

8 Q BY MS. MCBRIDE: Ms. Barth, you were here to listen to the
9 recordings as they were played; is that correct?

10 A Yes.

11 Q Two questions. In listening to your own voice on those
12 recordings, was that an accurate representation of what you
13 said during those meetings?

14 A Yes.

15 Q Thank you.

16 MS. MCBRIDE: No further questions.

17 JUDGE GIANNOPOULOS: All right. From the Union, Mr.
18 Berger?

19 MR. BERGER: Also one quick follow-up.

20 JUDGE GIANNOPOULOS: Sure.

21 **RECROSS-EXAMINATION**

22 Q BY MR. BERGER: Ms. Barth, you said that you wanted --
23 correct me if I'm wrong. As I understood, you wanted partners
24 to be able to decide for themselves based on all of the
25 information, I think was the words you used. So the

1 information we're talking about are the -- the printed
2 material, I think Respondent Exhibit 4, and any of the material
3 prepared by the AMs or yourself conducting the meeting; is that
4 right?

5 MR. DILGER: Objection. Beyond the scope.

6 JUDGE GIANNOPOULOS: No, overruled.

7 THE WITNESS: The information that I was speaking -- what
8 I shared with partners was to listen to -- to understand what
9 their benefits and their experiences with Starbucks and then to
10 refer to the nlr.gov site to understand more about the union.
11 And I share that almost every single meeting.

12 Q BY MR. BERGER: So the information that you're talking
13 about is solely material coming from nlr.gov?

14 A Correct. That was the resource that I referred them to to
15 have more information about the union.

16 Q But you'd agree that you presented materials that the
17 company prepared, not just providing materials from the
18 government, correct?

19 A Are you referring to this document?

20 Q Among others.

21 MR. DILGER: And let the record reflect that she -- by
22 "this document" she's referring to Respondent's Exhibit 4.

23 JUDGE GIANNOPOULOS: Respondent's 4.

24 A We didn't provide documentation to the partners during
25 these meetings that had -- that was prepared by Starbucks.

1 I --

2 JUDGE GIANNOPOULOS: Right. But Respondent's 4, I thought
3 you said was available --

4 THE WITNESS: Yes.

5 JUDGE GIANNOPOULOS: -- for them to pick up.

6 THE WITNESS: Yes, it was.

7 JUDGE GIANNOPOULOS: At the meetings.

8 THE WITNESS: Yes.

9 JUDGE GIANNOPOULOS: All right. And Respondent's 4
10 clearly isn't from the government.

11 THE WITNESS: Oh, agreed.

12 JUDGE GIANNOPOULOS: Right. So that comes from the
13 company or one of their agents or representatives --

14 THE WITNESS: Correct.

15 JUDGE GIANNOPOULOS: -- somebody -- somebody they hired,
16 somebody.

17 THE WITNESS: Correct.

18 JUDGE GIANNOPOULOS: All right.

19 MR. BERGER: Nothing further from the Union.

20 JUDGE GIANNOPOULOS: All right.

21 Anything -- any further questions on any of that? Mr.
22 Dilger?

23 MR. DILGER: Yes.

24 **FURTHER REDIRECT EXAMINATION**

25 Q BY MR. DILGER: Just to -- to clarify, at the meetings,



1 were partners permitted to express their own comments and
2 feelings regarding the union?

3 A Yes, they were.

4 MR. DILGER: Nothing further.

5 JUDGE GIANNOPOULOS: All right. Anything based on that
6 question, General Counsel?

7 MS. MCBRIDE: No, Your Honor.

8 JUDGE GIANNOPOULOS: All right.
9 From the union?

10 MR. BERGER: No, Your Honor.

11 JUDGE GIANNOPOULOS: Okay. Thank you.

12 You can step down. Take your seat back at counsel's
13 table.

14 All right, Mr. Dilger, do you have any more witnesses?

15 MR. DILGER: No more witnesses and two documents that we
16 need to get in.

17 JUDGE GIANNOPOULOS: Okay.

18 All right, first, if I may approach. Handed Your Honor
19 and the court reporter a copy of --

20 JUDGE GIANNOPOULOS: God bless you. Let the record
21 reflect there was a sneeze in the room or it will just have me
22 saying God bless you for no reason.

23 MR. DILGER: This is a -- a copy of the Worker's United
24 constitution. I worked out its authenticity with -- with Union
25 Counsel and we would offer Respondent's 5.

1 JUDGE GIANNOPOULOS: All right. Mr. Berger, okay?

2 MR. BERGER: No objection. We agreed to a stipulated
3 exhibit.

4 JUDGE GIANNOPOULOS: All right.

5 General Counsel?

6 MS. MCBRIDE: No, I have a question on relevance, Your
7 Honor. I won't object and I certainly won't object on
8 authenticity, given the stip.

9 JUDGE GIANNOPOULOS: All right, but you object to
10 relevance?

11 MS. MCBRIDE: Your Honor, I don't -- yes, I object on
12 relevance. The constitution of the union is not at issue --

13 JUDGE GIANNOPOULOS: Okay.

14 MS. MCBRIDE: -- with the complaint.

15 JUDGE GIANNOPOULOS: Well, what is the relevance of the
16 constitution, Mr. Dilger?

17 MR. DILGER: Yeah. The relevance is simply that there are
18 allegations pertaining to strikes and strike authorizations and
19 activities and so for context, the constitution is provided to
20 explain the comments and the truthfulness thereof.

21 JUDGE GIANNOPOULOS: All right. Let me just take a look
22 at the complaint.

23 All right. So for that basis -- for that basis it's
24 relevant enough for admission. All right? There you go.

25 So Respondent's 5 is admitted.

1 **(Respondent Exhibit Number 5 Received into Evidence)**

2 MR. DILGER: May I approach?

3 JUDGE GIANNOPOULOS: Yep.

4 MR. DILGER: Your Honor, I just handed you Joint Exhibit
5 4. This is the request for evidence letter that preceded the
6 filing of this complaint. And Respondent and General Counsel
7 had agreed that it should be included in the record as a joint
8 exhibit. It will be Joint Exhibit 4 by my count.

9 JUDGE GIANNOPOULOS: All right.

10 Is that correct, General Counsel?

11 MS. MCBRIDE: Correct that is the OIJA letter -- or the
12 letter requesting evidence, Your Honor?

13 JUDGE GIANNOPOULOS: Is it --

14 MS. MCBRIDE: That it --

15 JUDGE GIANNOPOULOS: -- correct that you have agreed
16 that --

17 MS. MCBRIDE: -- that it --

18 JUDGE GIANNOPOULOS: -- this should be admitted as Joint
19 Exhibit 4?

20 MS. MCBRIDE: I -- I have -- I -- again, have a question
21 on relevance. I have no objection on authenticity whatsoever.

22 JUDGE GIANNOPOULOS: All right. Well then how is this a
23 joint -- if you --

24 MS. MCBRIDE: Sorry.

25 JUDGE GIANNOPOULOS: If you're objecting to it as

1 relevance --

2 MS. MCBRIDE: I --

3 JUDGE GIANNOPOULOS: -- it should probably be marked as
4 Respondent's exhibit.

5 MS. MCBRIDE: Right. And that was -- I had indicated
6 to Respondent we would have no objection on
7 authenticity, that I agree --

8 JUDGE GIANNOPOULOS: Yeah.

9 MS. MCBRIDE: -- this is the OIJA letter that was sent --
10 the evidence requesting --

11 JUDGE GIANNOPOULOS: So Mr. Dilger -- let's change this --

12 MS. MCBRIDE: Sorry.

13 JUDGE GIANNOPOULOS: -- to -- let's change this to
14 Respondent's --

15 UNIDENTIFIED SPEAKER: 6.

16 MR. DILGER: 6.

17 JUDGE GIANNOPOULOS: -- 6.

18 MR. DILGER: That would be fine, Your Honor.

19 JUDGE GIANNOPOULOS: All right. So this is Respondent's
20 6.

21 General Counsel, you object to relevance?

22 MS. MCBRIDE: Yes, Your Honor.

23 JUDGE GIANNOPOULOS: All right.

24 Mr. Berger?

25 MR. BERGER: Same objection.

1 JUDGE GIANNOPOULOS: Same objection.

2 Mr. Dilger, how is this relevant?

3 MR. BERGER: It relates to due process arguments that the
4 Respondent will include in its brief related to the scope of
5 the investigation in the request for evidence letter being
6 different from the complaint allegation, the amended charge
7 allegations, and ultimately, the evidence that's presented and
8 been prosecuted by general counsel here in this proceeding.

9 JUDGE GIANNOPOULOS: All right. I'll admit it. I'll let
10 you make your -- your argument. I'll admit it to let you make
11 your argument. But for my purposes and perspective, I would
12 still say so what. The government could have evidence of
13 violations that they don't want to share with you.

14 MR. DILGER: Sure.

15 JUDGE GIANNOPOULOS: That happens in the criminal world
16 all the time in criminal proceedings. It happens in NLRB
17 proceedings all the time. Just because the government hasn't
18 specifically said that this is what an allegation says, let --
19 let me hear your side of the story, you know, I don't think
20 it -- I don't think there's a due process issue. Due process
21 has to go with did you get this in the complaint? Were you
22 served with a complaint? Did you have notice of the
23 allegations?

24 You know, it's tangentially relevant. I'll let you make
25 your -- your argument. I mean, it's a government document.

1 This is the OIJA letter?

2 MS. MCBRIDE: Yes, Your Honor.

3 JUDGE GIANNOPOULOS: All right. So I'll let you -- I'll
4 admit it. I -- I think it's -- I think it's -- the -- the
5 relevance is dubious, but I will admit it anyway.

6 **(Respondent Exhibit Number 6 Received into Evidence)**

7 JUDGE GIANNOPOULOS: All right. Okay. Anything else?

8 MR. DILGER: With that, the Respondent rests.

9 JUDGE GIANNOPOULOS: All right.

10 General Counsel, did you have any rebuttal?

11 MS. MCBRIDE: No, Your Honor.

12 JUDGE GIANNOPOULOS: All right.

13 Mr. Berger, did you have any rebuttal?

14 MR. BERGER: No, Your Honor.

15 JUDGE GIANNOPOULOS: All right. So I'm assuming everybody
16 wants to file briefs as opposed to oral arguments; although
17 Starbucks or Siren Retail made an oral argument, in essence, on
18 their -- on their motion for summary judgment.

19 But what's the preference from the government?

20 MS. MCBRIDE: To file a brief, Your Honor.

21 JUDGE GIANNOPOULOS: All right, from the Union?

22 MR. BERGER: The same.

23 JUDGE GIANNOPOULOS: All right.

24 Mr. Dilger?

25 MR. DILGER: Briefing.

1 JUDGE GIANNOPOULOS: Briefing. All right. The parties
2 will be provided 35 days to file post-hearing briefs. The
3 briefs will be due on October 21st, 2022. The briefs should be
4 filed directly with the Division of Judges in the San Francisco
5 office regardless of whether they are e-filed or mailed. See
6 Section 102.2 to 102.5 of the Boards rules and regulations for
7 filing and service requirements.

8 Any request for an extension of time and for the filing of
9 briefs must be made in writing to the Associate Chief Judge in
10 the San Francisco office and served in all of the other
11 parties. The positions of the other parties regarding
12 extensions should be obtained and set forth in the request.
13 It's the policy of Division of Judges to grant discretionary
14 extensions only when they are clearly justified. Requests for
15 extensions must contain specific reasons and show that the
16 requesting party cannot reasonably meet the current deadline.

17 Please refer to the Boards Rules and Regulations for
18 further information regarding the filing of briefs and proposed
19 findings for my consideration and regarding procedures before
20 the Board after the issuance of my decision.

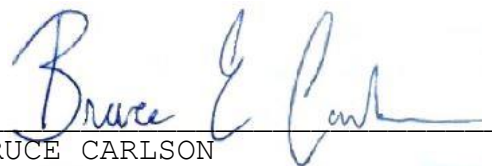
21 There being nothing further, the hearing is now closed.
22 And we are off the record.

23 **(Whereupon, the hearing in the above-entitled matter was closed**
24 **at 3:10 p.m.)**

25

C E R T I F I C A T I O N

This is to certify that the attached proceedings before the National Labor Relations Board (NLRB), Region 19, Case Number 19-CA-290905, Siren Retail Corp. d/b/a Starbucks and Workers United, affiliated with Service Employees International Union, held at the National Labor Relations Board, Region 19, Jackson Federal Building, 912 Second Avenue, Room 2948, Seattle, WA 98174, on September 16, 2022, at 9:16 a.m. was held according to the record, and that this is the original, complete, and true and accurate transcript that has been compared to the reporting or recording, accomplished at the hearing, that the exhibit files have been checked for completeness and no exhibits received in evidence or in the rejected exhibit files are missing.


BRUCE CARLSON

Official Reporter